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VOL. XXXVII., No. 25.

The Solicitors' Journal and Reporter.

LONDON, APRIL 22, 1893.

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CURRENT TOPICS.

THE LAND Transfer Bill was down for second reading in the House of Lords on Thursday; and the usual "puff preliminary" duly appeared, this time in the *Daily News*, but the authorship appears to be tolerably manifest. We do not, indeed, find anything about the "excellent hands" in which the Land Registry Office is, but we are told that "since the issue of new rules in 1889 a marked increase has taken place in the number of estates registered annually in the Land Registry Office; and this leads to the belief that there would be a still greater increase if people generally were more familiar with the system"; the logical result, we presume, being that the only way of making people generally "more familiar with the system" is to compel them to adopt it, whether they wish to do so or not. We observe also the "common form" phrase, which has already done duty in the *Pall Mall Gazette*, that "all parties seem to have agreed that some measure of the kind is a necessity at the present day." All parties are agreed that it is a "necessity" for the Land Registry Office to obtain compulsion; but the fact that the Land Transfer Bill of 1889 was dropped four years ago, and never revived, is tolerably good proof that, in the opinion of one great "party," there is no such necessity. The result of the debate on the second reading will be known too late for comment this week; it will mainly depend on the course taken by Lord SALISBURY. We are entitled to assume that the reasons against the Bill have been laid before him by the Council of the Incorporated Law Society, but we confess we have been somewhat surprised not to hear of a request for an interview with him upon the subject by a deputation from the council and representatives of country law societies. The best time for such an interview would seem to be before the second reading. We must, once again, urge upon our readers the importance of omitting no means by which this delusive and dishonest Bill may be defeated. Let no solicitor be lulled into inaction by the notion that the Bill cannot pass the House of Commons this session. The Land Registry Office, whose pounds, shillings, and pence depend on its passing, will take good care that, if in any way practicable, the measure shall be slipped through the House at any unguarded opportunity; and, though there are many solicitors in the House of Commons, we regret to say there is no Mr. GREGORY to represent the interests of the profession. The utmost vigilance and energy will have to be exercised, or country solicitors will find themselves in a fair way towards ruin before the end of the year, with the reflection that no benefit has been conferred on the public by their loss, but that out of their transferred profits a huge Government office has been set up to do work the transaction of which the

Legislature has hitherto secured to solicitors, charging them heavily for the privilege which it is now proposed to confiscate.

THERE WAS a meeting of the Rule Committee of the Judges on Tuesday last, but nothing has transpired as to the result.

WE UNDERSTAND that a conference was held on Thursday last week between the Council of the Incorporated Law Society and delegates from the Provincial Law Societies, at which measures for determined opposition to the compulsory provisions of the Land Transfer Bill were arranged.

THE CHANCERY final appeals to be heard by the Court of Appeal No. 2 were all placed in the daily cause list on Thursday last. Many of them were so placed under a notice indicating that they are the next to be heard, and it seems probable that they will, during the next few days, all be reached and disposed of.

IT IS NOW stated that there are several actions in the "selected list" which are likely to take some time in hearing, and that it is probable the list as it stands will afford sufficient work to fill up the time of the several judges to whom the hearing of this list has been allotted.

WE UNDERSTAND that Mr. JAMES SAMUEL BEALE, of the firm of BEALE & Co., of 28, Great George-street, Westminster, and Birmingham, will be a candidate for a seat on the Council of the Incorporated Law Society at the forthcoming election to fill the vacancy caused by the death of Mr. FERRIS.

A FRESH transfer of seventy actions to Mr. Justice ROMER, for the purpose only of trial or hearing, is in course of preparation. The list of actions from which these will be taken will be exhibited in Room 136 in the Royal Courts of Justice before the transfer is finally settled, so that those who have reasons to urge against the transfer of any particular action may be able to state them.

THERE ARE (as we show elsewhere) many ways of incurring the penalties attached to contempt of court, but that adopted by the Duchess of SUTHERLAND appears to be unprecedented. So far as it depended on the destruction of a document, indeed, it has a parallel in the case of *Williams v. Johns* (1 Mer. 303, note (d)), where the defendant on being served with a subpoena compelled the person serving it to eat the parchment and wax of the process. But the defendant in that case rather piled up the contempt. He followed up his pleasantry by beating and kicking the unfortunate process server until he appeared to be dead, when he directed his servants to throw the body into a river. An order was made for the committal of the defendant and of his son, who had assisted him, to the Fleet. As to the nature of the contempt in the recent case there is no difficulty, or, if there is one, it is to decide under what aspect the contempt appears most flagrant. In the first place the lady only obtained the opportunity of acting as she did by means of an order of the court made upon her own application, and it was probably justifiable to assume, as Sir FRANCIS JEUNE did, that the whole affair was got up simply to secure the destruction of the document. In other words, it was a deception practised upon the court, and there is no doubt that this is a contempt. Again, the document was taken out of the custody of the officer of the court, and, as it was amongst papers containing matter relative to a pending suit, its destruction was, for anything that appeared to the contrary, an attempt to pervert the course of justice. Further, it was an open defiance of the President, who had distinctly refused to allow any document to be destroyed. The offence being so clear, the only question was as to the punishment, and this was severe enough to mark the gravity of the case without being needlessly vindictive. The duchess is not likely to get another

chance of acting in a similar manner, and the fine and imprisonment together sufficiently shew that legal proceedings are not to be trifled with.

WE HAVE often pointed out the cynical manner in which Parliament imposes difficulties on the transfer of land. Most members profess, while they are candidates, to be willing to do all that they can to simplify the transfer of land, but, once elected, they neglect their pledges and pass Bills which render the process of transfer more difficult. We often wonder how lawyers who are members of Parliament can reconcile themselves to acting in this manner. A very mischievous example of this will be found in the Land Registry (Middlesex Deeds) Act, 1891 (54 & 55 Vict. c. 64), 1st schedule, s. 14, to which attention was recently drawn in the report on officialism issued by the Council of the Incorporated Law Society. This section provides that a person deriving title under an instrument capable of registration in Middlesex, conferring on him the right of registration with a possessory title under the Land Transfer Act, 1875, may, instead of registering in Middlesex, apply for registration under the Act of 1875; and that registration under that Act shall render it unnecessary to register in Middlesex. The practical result is that it is necessary, in the case of Middlesex land, to search, as from the 1st of April, 1892, the day on which the Act came into operation, both in the Middlesex Registry and in the Land Registry. A very elementary knowledge of the principles of registration, we may even say the application of very slight common sense to the matter, would have obviated this inconvenience, as nothing would have been easier than to provide that when Middlesex land is registered in the Land Registry a statement to that effect should be entered on the Middlesex Registry. But then the Land Registry wanted to frighten people by their advertisements in the *Times*, and hoped also to get additional work and fees from the provision. So long as some advantage to the Land Registry can be obtained, it matters not what inconvenience or expense is caused to the public. This is a hopeful augury for compulsory registration, when purchasers will be handed over, bound hand and foot, to the tender mercies of the Registry.

QUITE A crop of practice questions was raised in the case of *De Bernales v. The New York Herald*, reported *ante*, p. 404. The plaintiff determined to sue the proprietor of the *New York Herald* in this country for a libel committed in America. His ingenuity seems to have run wild among the rules of court in endeavouring to carry out this determination. Having brought his action against the *New York Herald* by name, as if it were a firm, he proceeded to make efforts to serve the writ on the person in control of an office of that journal in London, thereby attempting to bring his case within the rules as to partnership firms, which provide that any person carrying on business within the jurisdiction in a firm name may be sued in the firm name (ord. 48a, r. 11). His efforts to serve the writ at the London office of the journal in question having failed, he applied for and obtained an order for substituted service by posting a copy of the writ addressed to the London office, which, by the way, seems to be a mere agency for the transmission of news, and therefore, even supposing the *New York Herald* were a firm, not within the meaning of the words "carrying on business within the jurisdiction" (*Baillie v. Goodwin*, 34 W. R. 787, L. R. 33 Ch. D. 604). This order and service were, of course, set aside, but the plaintiff, nothing daunted, proceeded to draw the second string to his bow. He claimed an injunction to restrain the defendant from publishing the alleged libel in this country, and applied for an order to serve the writ on GORDON BENNETT, the proprietor of the paper, who resides in Paris. The complications at this point quite puzzled the judge in chambers, who referred the matter to the court. GORDON BENNETT was not sued, but only the *New York Herald*; and, moreover, the claim for injunction, as *LOPES, L.J.*, said, was not *bona fide*, but merely made to bring the case within ord. 11, r. 1 (f), which gives power to grant leave to serve abroad where "any injunction is sought as to anything to be done within the jurisdiction." In conclusion of the whole matter, it was held that the *New York Herald* is not a firm within ord. 48a, r. 11; that the efforts to serve at the

London office counted for nothing at all, and the substituted service was bad; that leave to serve GORDON BENNETT in Paris could not be granted; and that the claim for injunction did not bring the case within ord. 11, r. 1 (f).

WE PRINT elsewhere extracts from the report of the Inspector-General in Companies Liquidation on the general working of the Companies (Winding-up) Act, 1890, for the year ending December 31, 1891. It will be observed that he makes the startling statement that "it would be a difficult, if not impossible, task to select out of the whole number of cases wound up by the court during the year a single case in which it could be said that the objects of the company were reasonable, that its promotion and management were honest, and that its failure was due chiefly to misfortune. On the contrary, it would be easy to shew, as regards the vast majority, that they were formed either fraudulently or for the purpose of promoting objects which were illusory, or that their management was characterized by breach of trust or entire ignorance and incompetence." The inference seems to be tolerably obvious that it is only in the case of companies which are hopelessly rotten that winding up by the court is resorted to. The Inspector-General's conclusion is that under the Companies Acts "a wide field has been opened up for the prosecution of objects of a more or less fraudulent character which did not exist prior to the passing of these Acts, and which would be practically impossible in the case of individuals, of private partnerships, or of unlimited companies." There can be little doubt as to this; but the Inspector-General does not suggest any adequate remedy. With regard to the costs of administration under the new system, he is very properly cautious in delivering an opinion. He does say, however, that there is no ground for any fear that the new system will be "much more costly than that previously existing"; but he thinks it is useless to speculate on the subject until further experience has been gained by the actual closing of a sufficient number of liquidations to admit of a fair estimate being formed. It appears that in 1891 the average cost of public examinations was about £15 8s. per company, a new tax on shareholders and creditors which the Inspector-General does not consider excessive. In his next report he would do well to shew whether any, and, if so, what, direct benefit has arisen to shareholders or creditors from this expenditure.

It is to be hoped that nothing will interfere to prevent the passing of the Married Women's Property Act (1882) Amendment Bill, which, we are glad to notice, has been read a second time in the House of Commons. Whatever may have been the intention of the Legislature, it is certain that the Married Women's Property Act, 1882, has been interpreted by the courts in a sense calculated to facilitate the evasion, by married women, of the payment of their just debts. According to the decisions which determine the construction of the Act, not only is a married woman wholly exempt from personal liability for breach of contract (*Draycott v. Harrison*, 34 W. R. 546, 17 Q. B. D. 147; *Scott v. Morley*, 36 W. R. 67, 20 Q. B. D. 120), but she cannot make a binding contract unless at the date thereof she is possessed of existing separate estate (*Re Shakespeare*, *Deakin v. Lakin*, 33 W. R. 744, 30 Ch. D. 169) free from any restraint on anticipation (*Draycott v. Harrison*, *supra*; *Beckett v. Tasker*, 19 Q. B. D. 7; *Pike v. Fitzgibbon*, 29 W. R. 531, 17 Ch. D. 454), with respect to which she can be reasonably deemed to have contracted (*Leake v. Driffield*, 38 W. R. 93, 24 Q. B. D. 98; *Braunstein v. Lewis*, 65 L. T. 449), and of the existence of which affirmative proof can be given by the plaintiff (*Palliser v. Gurney*, 35 W. R. 760, 19 Q. B. D. 519; *Stogdon v. Lee*, 39 W. R. 467; 1891, 1 Q. B. 661). For the Act does not enable a married woman, by means of a contract entered into at a time when she has no separate property, to bind any possible contingent separate property (*Re Shakespeare*, *Deakin v. Lakin*, *supra*). In view of these decisions, the amending Bill provides that every contract hereafter entered into by a married woman, otherwise than as agent, shall be deemed to be a contract made with respect to and to bind her separate property, "whether she is or is not in fact possessed of, or entitled

to, any separate property at the time when she enters into such contract," and shall be enforceable, by action or otherwise, against all property which she may at that time or thereafter be possessed of or entitled to, whether as her separate property or otherwise, unless she is restrained from anticipating it (clause 1). It also provides that costs may be ordered to be paid out of property subject to a restraint on anticipation (clause 2). The scope of the Bill is undoubtedly very limited, and might, perhaps with advantage, be somewhat enlarged. However, in the present state of public business in Parliament, a more comprehensive measure, pregnant with controversial matter, would, we fear, have but little chance of passing this session.

AN ESTEEMED correspondent writes on a matter which has several times been brought before us by members of the profession. What is the good, he asks, in effect, of resisting the encroachments of officialism when the way is prepared for such encroachments by members of the profession? Here is a legal trust society, prepared to be appointed and to act as trustee, the directors of which include leading solicitors. What will clients think when they find so many eminent solicitors testifying their approval of a corporate trustee? Well, we have never looked with much satisfaction on the formation of these trust companies; but, at the same time, we are bound to say that there seemed to be really only a choice of evils. Lay trust companies were previously formed with the same object, and seemed likely to attract a certain amount of business, and it was thought advisable that solicitors should protect themselves by the formation of a company of their own, which should scrupulously guard the interests of solicitors acting for trusts, and prevent trust business from being accumulated in the hands of the solicitors to the lay companies. Moreover, in case an official trustee should be constituted, resort to whom should be voluntary, this strong legal company would be likely to compete successfully with him, and preserve business for the family solicitor. Whether these reasons were sufficient to justify the formation of the company it is not for us to say; but they are undoubtedly forcible.

INTERFERENCE WITH CONTRACTS.

THE decision of the Court of Appeal in *Temperton v. Russell* (reported elsewhere) decides that it may be actionable, not only for C. to induce B. to break a contract into which he has actually entered with A., but also for C. to bring pressure to bear upon B. to prevent his entering into contracts with A., at any rate if C. in so doing is acting in concert with other persons. The facts may be shortly stated as follows. There are in Hull three trade unions connected with the building trade and acting in concert by means of a joint committee. Certain rules have been established for controlling the manner in which building contracts are to be carried out, and members of the unions are forbidden to work for persons who act in opposition to these rules. A firm of builders, MYERS & TEMPERTON, did so act, and they appear to have been able to withstand the steps taken against them directly by the trade unions and the joint committee. Thereupon it was resolved to proceed against them indirectly by bringing pressure to bear upon persons with whom they dealt. Among such persons was the plaintiff, J. TEMPERTON, a brother of the TEMPERTON in the firm. He had entered into contracts to supply goods to various individuals, including BRENTANO and GIBSON, and in the ordinary course of business he would have entered into other similar contracts. Accordingly the course adopted was to intimate to BRENTANO and GIBSON, who were builders having members of the trade unions in their employ, that if they continued to receive goods under their contracts with J. TEMPERTON, their men would be called out. This seems to have been successful. The existing contracts were abandoned, and the plaintiff was prevented from obtaining further contracts.

The ground upon which a man is liable for inducing another to break his contract appears to be now clearly settled. It might be supposed that, as a contract is a species of property, the mere interference in such a manner as to lead to the loss of

the benefit of it would be actionable. But this is not so "Merely to persuade a person to break his contract may not be wrongful in law or in fact" (*per* BRETT, L.J., in *Bowen v. Hall*, 29 W. R. 367, 6 Q. B. D., at p. 338). In *Lumley v. Gye* (2 E. & B., at p. 247) COLERIDGE, J., put the case of a contract between A. and B., that the latter should go as supercargo for the former on a voyage to Sierra Leone. If C. urgently and *bona fide* advises B. to abandon his contract, which on consideration B. does, and loss results to A., nevertheless an action would not lie against C. (*cf.* Pollock on Torts, 3rd ed., p. 488).

As long as C. acts disinterestedly, the mere interference with the contract is not wrongful, and if it is broken A. has his remedy against B., and must be content with that. To render C.'s conduct actionable a further element must be introduced, and he must be actuated by malice towards A. What shall constitute malice is always a difficult question, but for this purpose an authoritative definition has been given by the Master of the Rolls in *Bowen v. Hall* (*supra*). "If the persuasion be used for the indirect purpose of injuring the plaintiff, or of benefiting the defendant at the expense of the plaintiff, it is a malicious act which is in law and in fact a wrong act, and therefore a wrongful act, and therefore an actionable act, if injury ensues from it." The wrong, therefore, consists not in the interference with the contract, considered as a species of property, but in the fact that this interference is malicious. It follows that the real gist of the matter is the malice of the defendant towards the plaintiff, manifested by some overt act, and with the result that actual loss ensues. If, then, the malice is proved and the loss is proved, there seems to be no necessity to limit the nature of the overt act. Persuading a man to break an existing contract with the plaintiff is only one form of it, and the effect must be the same if a man is dissuaded from entering into a contract with the plaintiff.

But this seems to make it necessary to revise the definition of malice. It may be wrongful for C. to dissuade B. from entering into a contract with A. out of mere desire to injure A., but it cannot always be wrongful for him to do it for the sake of benefiting himself. If he is a rival trader he may properly seek to oust A. and secure the contract for himself. Hence the words quoted above from *Bowen v. Hall* do not altogether apply. In *Temperton v. Russell* the Court of Appeal avoided this difficulty by relying on the conspiracy. The complaint was that the defendants had combined to prevent BRENTANO and GIBSON from entering into contracts with the plaintiff, and it appears to have been assumed that conduct which would not have been actionable when done by one was actionable when done by several acting in concert. Possibly this is so (see *per* Lord BRAMWELL in *Mogul Steamship Co. v. McGregor, Gow, & Co.*, 40 W. R. 337; 1892, A. C., at p. 45), but it is at least arguable that conspiracy is not in itself the ground of a civil wrong, and that it is merely of importance as evidence of malice. "The very fact of the combination may shew that the object is simply to do harm, and not to exercise one's own just rights. . . . As a rule it is the damage wrongfully done, and not the conspiracy, that is the gist of actions on the case for conspiracy" (*per* BOWEN, L.J., *supra*, 23 Q. B. D., at p. 616).

If, then, in all cases of this kind, whether the offence is committed by one or several, the substantial matter is the malice of the defendant as manifested overtly to the damage of the plaintiff, the question depends solely on the nature of the malice. Primarily it must consist in an intention to do that which is calculated to damage the plaintiff in his property or trade, but every such intention, although carried into effect and followed by loss to the plaintiff, is not actionable. The acts must also be done without just cause or excuse (*per* BOWEN, L.J., *ibid.*, p. 613). Just cause or excuse is afforded by ordinary competition in trade, but even this will not justify the interference with existing contracts. In these the plaintiff has an interest with which the defendant may not interfere in order to benefit himself. Probably his only justification in such a case is that he was acting solely in the interest of the other contracting party. And there can be no just cause or excuse where the damage to the plaintiff, although ultimately it may redound to the benefit of the defendant, is nevertheless intended, in the first instance, to

coerce the plaintiff and deprive him of his liberty of action. The conspiracy in *Temperton v. Russell* was doubtless a strong indication that such was the real intent, and, moreover, the injury complained of was of a nature which ordinarily could not be effectually committed save by a combination of several (see *per* Lord HANNEN, *Mogul case*, 1892, A. C., at p. 60), but otherwise it is not clear that it is a necessary element in such cases.

DIRECT CONTEMPT OF COURT.

A RECENT case, referred to elsewhere, as well as the official controversy, recently determined by the Privy Council, between the Governor of the Bahamas and the Chief Justice of that colony—arising, it will be remembered, out of the committal to prison by the latter of a journalist for alleged contempt of court, and his subsequent release by order of the Governor—have naturally again directed public attention to the power to punish for contempt of court, which, as most persons are aware, is undoubtedly possessed by every court of record in a more or less ample degree: Hawkins' Pleas of the Crown, 8th ed., vol. 2, p. 4; *Ex parte Pater* (5 B. & S. 299). Though every act of disobedience to the rules, orders, process, or dignity of such a court may, technically, be termed a contempt, this term is generally, or at least with greater propriety, applied to any disrespect or indignity offered to judges while sitting in judgment, or on account of their proceedings in their judicial capacity: Bell's Digest of the Law of Scotland, p. 224). As the form of contempt last mentioned, which may properly be styled "direct contempt," though of rare occurrence in this country, was that involved in the above-mentioned controversy, it will, we think, be fitting to limit the scope of this article to its consideration, more especially as the adequate treatment of the entire subject of contempt of court would absorb far more space than we are prepared to allot to it.

It must be obvious that every reasonable protection must be afforded by law to those who, as judges, are responsible for its due administration. Without such protection our courts of justice would soon lose their hold upon the public respect, and the maintenance of law and order be rendered impossible. Hence it is that the summary power of punishing for contempt by fine and imprisonment has been conferred on all such courts of justice as are of record, in order "to keep a blaze of glory around them, and to deter people from attempting to render them contemptible in the eyes of the public": Wilmot's Notes, p. 270. This power has, however, been vested in the judges of those courts, not for their personal protection only, but for that of the public, whose interest it is that decency and decorum should be preserved in courts of justice: *The King v. Davison* 4 B. & Ald. 329, 333, 335). The power in question "is as ancient as any other part of the common law; there is no priority or posteriority to be discovered about it, and it, therefore, cannot be said to invade the common law, but to act in an alliance and friendly conjunction with every other provision which the wisdom of our ancestors has established for the general good of society": Wilmot's Notes, p. 254. It is coeval with the first foundation and institution of courts of justice (*Ibid.*), and was the law of the land even before the Statute of Westminster, c. 2 (*The King v. Almon*, Wilmot's Notes, p. 253-254; but see, *contra*, Viner's Abridgment, tit. Contempt, p. 447), which seems merely to have declared and confirmed the power of committal for contempt, which had previously been exercised without dispute.

Direct contempts of court are divisible into those committed in the face of the court and those not so committed. The former class are certainly punishable by all courts of record (*The Queen v. Lefroy*, 21 W. R. 332, L. R. 8 Q. B. 134), and it was formerly considered to be a necessary incident of every court of justice, whether of record or not, to fine and imprison for a contempt of court acted in the face of it (Wilmot's Notes, p. 254; 1 Vent. 1). On the other hand, contempts committed otherwise than *in facie curie* can only be dealt with as such by superior courts of record, and not by county courts or other inferior courts (*The Queen v. Lefroy, supra*).

As regards the conduct which will constitute contempt in face of the court, no comprehensive definition exists, and it would

be too hazardous to attempt to frame one. However, it certainly comprises any personal insult towards judges and all unseemly behaviour in court, as talking boisterously, applauding any part of the proceedings (*Rex v. Stone*, 6 T. R. 527, 530), refusing to be sworn (see *Ex parte Fernandez*, 10 C. B. N. S. 3) or to answer a question as a witness, interfering with a witness under examination (see *Wright v. Wilkin*, 6 W. R. 643) or with the business of the court on the part of a person who has no right to do so and refusing to acquiesce in the ruling of the court, or speaking disrespectfully of or to the judge or jury or any other person on the part of either of the parties to a cause or his representative. Thus to charge a judge with injustice is a grievous contempt (Hawkins' Pleas of the Crown, 8th ed., p. 4), though to accuse him of corruption might indeed be a worse insult (*per CAVE, J.*, in *Reg. v. Jordan*, 36 W. R. 589). For the arraignment of the justice of the judges is arraigning the Sovereign's justice: it is an impeachment of his wisdom and goodness in the choice of his judges, and excites in the minds of his people a general dissatisfaction with all judicial determinations, and indisposes their minds to obey them (Wilmot's Notes, p. 255). "And whenever men's allegiance to the laws is so fundamentally shaken, it is the most fatal and most dangerous obstruction of justice, and calls out for a more rapid and immediate redress than any other obstruction whatsoever; not for the sake of the judges, as private individuals, but because they are the channels by which the king's justice is conveyed to the people" (*Ibid.*). To be impartial and to be universally thought so are both absolutely necessary for the giving justice that free, open, and uninterrupted current which it has for many ages found all over this kingdom, and which so eminently distinguishes it and exalts it above all nations upon the earth (*Ibid.*). Therefore, to observe to a judge, in the course of, and in reference to, his judgment, "that is a most unjust remark," is, as was held in a modern case, an insult to the court, in whatever manner expressed, and is punishable as a contempt (*Reg. v. Jordan*, 36 W. R. 589). Moreover, a defendant in person, who, without imputing injustice to the judge, vilifies him, or in his presence utters blasphemies and reviles the Christian religion, is also certainly guilty of contempt in face of the court: *The King v. Davison* (4 B. & Ald. 329). So a barrister may be punished for contempt of court, even for language professedly used in the discharge of his functions as an advocate: *Ex parte Pater* (5 B. & S. 299). Moreover, a court may be insulted by the most innocent words uttered in a peculiar manner and tone: *Carus Wilson's case* (7 Q. B. 984, 1014). Where, however, a person, not satisfied with the use of offensive language in a court of justice, resorts to violence towards the judge, or towards others in his presence, he is, of course, guilty of a most serious contempt of court. Thus, if any man draw a weapon upon any judge or justice, though he strike not, this is a great misprision (East's Pleas of the Crown, vol. 1, p. 408). Throwing a missile at a judge in open court is likewise a grave contempt (*Re Cosgrave*, cited in Seton on Judgments, 5th ed., p. 406). It would seem, however, that, for violence offered to a judge sitting in chambers, he could not himself punish for the contempt, though the court might do so on proper application made to it for the purpose: *Re Johnson* (20 Q. B. D. 68), *Re Tyrone Election Petition, Carson's case* (Ir. Rep. 7 C. L. 242). Striking a judge in walking along the streets would not, however, amount to a contempt of court (Wilmot's Notes, p. 265). It is laid down by Blackstone, after discussing the offence of striking in a Royal palace, that striking in the superior courts of justice, or at the assizes, is still more penal, since it involves the disturbance of public justice (Kerr's Blackstone, 4th ed., vol. 4, p. 111). So if within view of such tribunals a man strike a juror or any other "with weapon, hand, shoulder, or foot" he commits a grave contempt of court (East's Pleas of the Crown, vol. 1, p. 408), or if he be guilty of violence to subordinate officers of a court the offence will be regarded as a contempt and so punished (*Ex parte Burrows*, 8 Ves. 534, *Re Macleod*, 6 Jur. 461, 462). Likewise making a riot in open court and riotously attempting to rescue out of the custody of the sheriff a prisoner who, though acquitted, has not yet been formally discharged, is a gross contempt *in facie curie*, and was formerly regarded as an offence punishable with

amputation of limbs (East's Pleas of the Crown, vol. 1, p. 408, and *Rex v. Lord Thanet*, which is there cited; Viner's Abr., tit. Contempt, p. 443).

Enough has now been said on the subject of contempt *in facie curie*. It remains, therefore, to consider briefly such direct contempts as are otherwise committed. Of these it is hardly necessary to give instances outside decided cases, as they are generally so obvious to common understanding (Hawkins' "Pleas of the Crown," 8th ed., vol. II., p. 221). But it seems that they are reducible to three heads, namely, (1) scandalizing the court itself, (2) abusing parties concerned in causes, and (3) prejudicing mankind against persons before the cause is heard (*per Lord HARDWICK, Anon.*, 2 Atk., at p. 471). All contemptuous words or writings concerning the court (Hawkins' "Pleas of the Crown," 8th ed., vol. 2, p. 221), or words importing "scorn, reproach, or diminution of the court, its process, orders, officers, or ministers," will constitute such contempts as we are now considering (Viner's Abr., tit. Contempt, p. 442): likewise every writing, letter, or publication which has for its object to divert the course of justice by threats (*Mr. Lechmere Charlton's case*, 2 My. & Cr. 316), or bribes (*Martin's case*, 2 Russ. & My. 674). Moreover, every private communication to a judge for the purpose of influencing his decision upon a matter publicly before him, being a course calculated, if tolerated, to divert the course of justice, is a high contempt of court (*per Lord COTTENHAM, L.C.* in *Re Dyer Sombra*, 1 Mac. & G., at p. 122). As regards libels upon the courts or the judges thereof, a libel upon a judge in his judicial capacity is a contempt, whether it concerns what he did in court or what he did judicially out of it (*The King v. Almon*, Wilmot's Notes, p. 243; and see *Re Wallace*, L. R. 1 P. C. 293; *Re McDermott*, L. R. 1 P. C. 260; s. c., L. R. 2 P. C. 341).

However, a letter which may constitute a libel upon a judge is not, therefore, necessarily a contempt of court if it be not calculated to obstruct or interfere with the course of justice or the due administration of law. This was one of the questions recently determined by the Privy Council in the Bahamas Reference, above referred to, where it was also held that the editor of a newspaper in which such a letter appears is not guilty of contempt of court in respect of his refusal to give up the name of the writer or to hand over the MS. of the letter, there being no authority, in point of law, to require him to do either. Libels upon persons who, being concerned in the business of the court, are under its protection, will sometimes also be punished as contempts: *Ex parte Jones* (13 Ves. 237, 238), *Price v. Hutchinson* (L. R. 9 Eq. 534), *Helmere v. Smith* (35 W. R. 157, 35 Ch. D. 449).

Without attempting to exhaust the subject under discussion, it will be sufficient to state, in conclusion, that the publication of notices or advertisements with reference to the subject of an action, calculated to prejudice the rights or misrepresent the relative position or character of any of the parties to a cause, would certainly be a contempt of court: *Matthews v. Smith* (3 Hare, 331), *Butler v. Butler* (13 P. D. 73), *Plating Co. v. Furquharson* (29 W. R. 510, 17 Ch. D. 49), *Brodrick v. Brodrick* (34 W. R. 580, 11 P. D. 66); likewise, any comments made on a criminal trial or other proceeding when pending, or about to commence, and whether made in writing (*Daw v. Eloy*, 17 W. R. 245, L. R. 7 Eq. 47; *Tichborne v. Mostyn*, 15 W. R. 1072, L. R. 7 Eq. 55n; *Re Crown Bank*; *Re O'Malley*, 39 W. R. 43, 44 Ch. D. 649; *Re Cheltenham and Swansea Railway Carriage and Wagon Co.*, L. R. 8 Eq. 580), or in speeches at public assemblies: *per COCKBURN, C.J.*, in *The Queen v. Castro, Onslow's and Whalley's case* (L. R. 9 Q. B., at p. 227).

It is stated that the will, dated the 12th of June, 1888, of Mr. William Smith, solicitor, Stockport, who died on the 14th of January last, has been proved in the Chester District Probate Registry, the gross value of the personality being £115,480.

Mr. Justice Collins has been suffering from a severe cold, and has been ordered by his medical adviser not to leave his room for the present. The learned judge, however, it is expected, will be able to resume his seat in court again in the course of a few days.

The following are the commission days fixed for the Spring Assizes on the Northern Circuit:—Manchester, Charles and Collins, JJ., Saturday, April 29; Liverpool, Wills and Collins, JJ., Monday, May 8. Both civil and criminal business will be taken at these places.

LEGISLATION IN PROGRESS.

THE SALE OF ADVOWSONS.—The Church Patronage Bill introduced by the Archbishop of Canterbury deals with the transfer of rights of patronage (clauses 1 to 3), with presentation and institution (clauses 4 to 8), and with the avoidance of benefices (clauses 9 to 11). Clauses 12 to 18 contain various supplementary provisions. As to the transfer of rights of patronage it is provided that, after the Bill becomes law, it shall not, subject to certain savings, be lawful (a) to sell or offer for sale by public auction any right of patronage or (b) to mortgage any right of patronage, and any such sale or mortgage shall be void. Moreover, no sale or transfer of a right of patronage will be valid which does not transfer the whole right of the vendor or transferor; and where any right of patronage has been sold it will not be lawful for the purchaser to resell such right until the benefice is full after two avoidances thereof subsequent to the date of sale, but this is not to prevent a sale of such right on the death or bankruptcy of the purchaser. Every person claiming any right of patronage by transfer or transmission is to register the same in the registry of the diocese; and until so registered the transfer or transmission—by which term is meant a devise or bequest or a transmission on death or otherwise by operation of law—is not to confer a legal right to exercise or transfer such right of patronage. The Bill has been amended in committee of the House of Lords, and has been recommended to the Standing Committee.

PLACES OF WORSHIP (SITES).—The Places of Worship (Sites) Bill introduced by Mr. ELLIS, which has been read a second time and referred to the Grand Committee on Law, commences by reciting that by the Places of Worship Sites Act, 1873, and the Places of Worship Sites Amendment Act, 1882 (afterwards referred to as the principal Acts) provision is made for enabling persons having limited interests in land to grant sites for places of religious worship, and that it is expedient to make further provision with respect to the acquisition of such sites. Clause 3 provides that the provisions of the Bill shall extend to any of the purposes of the principal Acts, except the acquisition of sites for burial grounds; and the Bill, and also the Acts, are to extend to the enlargement of existing sites. Such purposes, as specified in the Act of 1873 and allowing for the exception of burial grounds, are the provision of sites, not exceeding one acre in extent, and not being part of a demesne or pleasure ground attached to any house, for a church, chapel, meeting-house, or other place of Divine worship, or for a minister's residence. The principle of the Bill is enunciated in clause 4, which authorizes the compulsory acquisition of sites, the mode of acquisition being regulated by the remaining clauses. The proceedings commence with a requisition in writing to be served on the owner, lessee, and occupier of the proposed site. The requisition will be accompanied with a plan shewing the site; it will specify the religious denomination requiring it, and the names of the trustees to whom it is to be conveyed, and will be signed by twenty householders resident in the neighbourhood (clause 5). This is to give an opportunity for acquisition by consent. Failing consent within six months, two or more of the persons signing the requisition will present a memorial to the "council," a term which is defined to mean the council as established by the Local Government Act, 1888, having jurisdiction at the place where the site is situated (clauses 6 and 12). The determination of the matter is then for the council, who may take evidence on oath, and may make an order for the acquisition of the site or any part thereof with or without any conditions, or may dismiss the memorial (clause 7). The next paragraph of this clause directs that the council shall have regard to all the circumstances of the case, and whether any undue injury will be caused to other property of the owner. They will also determine the amount of the purchase-money or compensation, but, if either party objects to the decision, the amount will be determined by arbitration under the Arbitration Act, 1889 (clause 8). Clause 9 substitutes for conveyance by the owner a deed poll to be executed by the trustees of the site and lodged with the council. This will be done upon payment of the price or compensation, and performance of any conditions that may be imposed. The deed will have effect, and the purchase-money or compensation be dealt with, as though the site had been voluntarily conveyed under the principal Acts (clause 9).

LAW OF LIBEL.—A Bill for the amendment of the law of libel, and for the consolidation of the enactments relating to libels published in newspapers, has been introduced by Sir ALBERT ROLLIT, and read a first time. Under clause 2 the plaintiff in an action of libel is to give on the writ particulars, with dates, of each of the alleged libels, so as to enable the defendant, if he thinks fit, at once to apologize or to pay money into court. Clause 3 is intended to abolish the exception contained in R. S. C., ord. 22, r. 1, and so to enable the defendant, while denying liability, to pay money into court. Clause 4 applies to libel actions generally the provision of section 6 of the Law of Libel Amendment Act, 1888, allowing the defendant in an action for a libel in a newspaper to give in evidence in mitigation of damages that the plaintiff has already recovered damages or received compensation in respect of words to the same effect as those

for which the action is brought. Clause 5 permits one of several defendants to put in a separate defence, and generally to proceed in the action without reference to his co-defendants, and clause 6 allows of a separate assessment of damages against different defendants. Clause 7 reproduces section 5 of the Act of 1888 with respect to the consolidation of actions, but adds a new provision for the case of a libel published simultaneously in a number of newspapers or copied shortly after publication. Where the whole of such publications have a common origin, a period is to be allowed to the plaintiff for the discovery of any further publications that may have taken place, so that the whole of the actions arising out of the libel may be tried together; and after the expiration of the period no further actions may be instituted except for the recovery of special damages. Clause 8 provides for the staying of proceedings until security for costs has been given in cases where the plaintiff is an undischarged bankrupt or otherwise has no visible means of paying the defendant's costs should he fail to obtain a verdict; and under clause 9 a verdict for nominal damages is to be deemed good cause within R. S. C., ord. 65, r. 1, so as to enable the judge to make an order that the costs shall not follow the event. Clause 10 reproduces section 2 of Lord Campbell's Libel Act (6 & 7 Vict. c. 96), permitting the defendant in an action for libel against a newspaper to plead that the libel was inserted without actual malice and without gross neglect, and, by offering compensation and an apology, to protect himself against costs. Clause 11 is the same as section 4 of the Act of 1888, allowing privilege in the case of fair and accurate reports of the proceedings of public meetings and of certain specified public bodies, with the addition of a proviso that if the publication is found to be accurate and the matter one of public concern, then the publication shall be deemed to be for the public benefit. The remaining clauses reproduce section 8 of the Act of 1888, requiring the order of a judge at chambers for the prosecution of a proprietor, publisher, or editor for libel, and sections 4 and 5 of the Newspaper Libel and Registration Act, 1881, as to the power of courts of summary jurisdiction to deal with such matters.

REVIEWS.

REAL PROPERTY STATUTES.

SHELFORD'S REAL PROPERTY STATUTES: COMPRISING THE PRINCIPAL STATUTES RELATING TO REAL PROPERTY PASSED IN THE REIGNS OF KING WILLIAM IV. AND QUEEN VICTORIA, WITH NOTES OF DECIDED CASES. NINTH EDITION. By THOMAS H. CARSON, Esq., Barrister-at-Law, assisted by HAROLD B. BOMPAS, Esq., Barrister-at-Law. London: Sweet & Maxwell (Limited).

There were few books more wanted than a new edition of Shelford's Real Property Statutes. The last edition, published in 1874, was still a valuable portion of the conveyancer's library, but it had become lamentably out of date, both as regards statute and case law. It had, however, never been surpassed by any subsequent work in the convenience of its design and the care with which that design was carried out. There was one obvious difficulty in the preparation of a new edition: both the cases and the statutes which must necessarily be added were so numerous as to threaten to render the book very unwieldy. This difficulty has been overcome by judicious pruning of obsolete or less important matter, and the work now appears, increased in size of page, but not materially thicker than the last edition. The type has been greatly improved, and the marginal notes are more numerous. The book now contains all the Settled Land Acts and Conveyancing Acts, including the Act of 1892, with notes stating with excellent terseness the purport of the decisions, and the rules made under the Acts are also given. As regards the older Acts the notes appear to bring down the cases very carefully to the date of publication. We think it will be found that "Shelford" is by this new edition re-established in its former utility.

BOOKS RECEIVED.

The Companies Acts, 1862 to 1890; the Life Assurance Companies Acts, 1870 to 1872; the Stannaries Acts, 1869 and 1887; the Forged Transfers Acts, 1891 and 1892; and other Statutes and Statutory Enactments relating to or affecting Joint-Stock Companies formed under the Companies Acts, 1862 to 1890. With Cross References and a full Analytical Index. By V. DE S. FOWKE, Barrister-at-Law. Jordan & Sons.

Principles and Practice of the Law of Libel and Slander. With Suggestions on the Conduct of a Civil Action, Forms and Precedents, and all Statutes bearing on the subject. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Reeves & Turner.

The Companies Acts, 1862 to 1890. A Handy Book on the Formation, Management, and Winding Up of Joint-Stock Companies. By WILLIAM JORDAN and F. GORE-BROWNE, M.A., Barrister-at-Law. Sixteenth Edition. Jordan & Sons.

Parliamentary Legislation in Brief. Wilson's Epitome of Public Acts (54 & 55, 55 & 56 Vict.), Sessions 1890-91-92. A Statutory Reference Handbook. By ROBERT T. POOLE. Eppingham Wilson & Co.

CORRESPONDENCE.

TRUST COMPANIES.

[To the Editor of the Solicitors' Journal.]

Sir,—Your journal has made a vigorous and admirable stand against the encroachments of officialism, but are not your efforts in vain while the way for the advent of the universal absorber is prepared by the representatives of the profession? The question has been forced upon me by the receipt a day or two ago of a prospectus of the Law Guarantee and Trust Society (Limited). That document not only solicits guarantee business, but intimates, as do other advertisements, that "the society is prepared to be appointed trustee in existing or in new trusts." Amongst the directors of the company so advertising are the president and eleven members besides of the Council of the Incorporated Law Society. May not our clients justly think that if so many eminent solicitors testify their approval of the corporate trustee it is but a small step thence to the official trustee, with a preponderance in favour of the latter as compared with a company incurring large liabilities? A LONDON SOLICITOR.

April 13.

[See observations under head of "Current Topics."—ED. S. J.]

CASES OF THE WEEK.

Court of Appeal.

TEMPERTON v. RUSSELL—No. 1, 17th April.

TRADE UNION—COMBINATION TO INJURE A PERSON IN HIS BUSINESS—PROCURING BREACH OF CONTRACT—INDUCEMENT NOT TO ENTER INTO FRESH CONTRACT.

This was an application by the defendants for a new trial of an action for judgment. The plaintiff, Joseph Temperton, was a mason and builder carrying on business at Hull. The defendants were members and officers of the Hull branches of certain associations or societies of workmen and mechanics and of a joint committee thereof. The plaintiff's claim against the defendants was for maliciously and wrongfully, and with intent to injure the plaintiff, procuring and inducing certain persons to break contracts into which they had entered with the plaintiff, and not to enter into other contracts with the plaintiff, and for maliciously and wrongfully intimidating the said persons and coercing them to break their said contracts with the plaintiff and not to enter into other contracts with the plaintiff; and for unlawfully and maliciously conspiring together and with other persons to do the acts and things aforesaid with intent to injure the plaintiff. The plaintiff claimed £1,000 damages, and an injunction to restrain the continuance and repetition of the matters complained of. The action was tried before Collins, J., and a jury. The evidence showed that three trade union societies in Hull—viz., the Operative Bricklayers' Society, the Builders' Labourers' Society, and the Operative Plasterers' Society, formed a joint committee, and gave authority to such committee to determine, by resolution or otherwise with regard to the building trade what course of conduct should from time to time be followed by the individual members of the three societies. They also gave power to the joint committee to delegate their authority to one or more persons. In accordance with the power so conferred upon them the joint committee framed certain rules; and in the transactions which formed the subject-matter of this action they delegated their general authority to direct the members how they should act to the defendant Russell. The plaintiff was in the habit of supplying building materials to the firm of Myers & Temperton, who were builders, and who conducted their business in a way which was not in accordance with the rules laid down by the joint committee. The plaintiff's case was that the committee, having unsuccessfully attempted to induce Myers and Temperton to alter their course of business, determined to compel the plaintiff to cease from having any further dealings with Myers and Temperton; and that in pursuance of this determination Russell, acting as the agent of all the other defendants, issued orders that no member of the union should handle any materials supplied by the plaintiff. It was proved that Russell approached two persons named Brentano and Gibson, each of whom had a separate contract with the plaintiff for the supply by the plaintiff to them of building materials, and told them that the members of the union had resolved not to do any work on materials supplied by the plaintiff, and that, if they carried out their contracts with the plaintiff, their business would suffer. It appeared that a resolution had been passed by the joint committee advising the three societies to abstain from using any lime supplied by merchants who were supplying any builders who were working contrary to rule 9. Rule 9 of the Operative Bricklayers' Society provided that "no member of this society shall be permitted under any circumstances to contract for, or take by measurement, either in the whole or part, any kind of brickwork, tuck-pointing,

or plastering that may have been contracted for, or sub-contracted for, under the original contract, neither to take any work of any master builder who is building property for himself, and that no member of this society be allowed to work on such jobs. That no member of these societies be allowed to work on any job where labour alone is contracted for." The learned judge left two questions to the jury: (1) Did the defendants or any of them maliciously induce the persons named or any of them to break their contracts with the plaintiff? (2) Did the defendants or any two or more of them maliciously conspire to induce the persons named and others not to enter into contracts with the plaintiff, and were such persons thereby induced not to make such contracts? The jury answered both questions in the affirmative, and gave the plaintiff £50 damages on the first count and £200 on the second count. The learned judge gave judgment for the plaintiff for that amount, and granted an injunction. The defendants applied for judgment or a new trial.

THE COURT (LORD ESHER, M.R., and LOPES and A. L. SMITH, L.J.J.) dismissed the application.

LORD ESHER, M.R., after stating the facts of the case, said it must be taken that Russell in his interview with Brentano was acting as agent for the unions and the committee, and there was ample evidence that all the defendants authorized what was done by him. Russell knew that Brentano had entered into contracts with the plaintiff, and that he would probably enter into other contracts with him, and he told him that if he dealt with the plaintiff, he would come to harm in his business by reason of his workmen being called out. The object in view was to prevent Brentano from carrying out his contracts with the plaintiff or entering into further contracts with him, not for the purpose of injuring Brentano, but for the purpose of injuring the plaintiff in his business, and thus forcing the plaintiff to conform to the rules of the unions. The effect of what was done was that the men who were working for Brentano were ordered to leave their work in the event of Brentano carrying out his contract with the plaintiff. It was impossible to say that it was only a piece of advice to them, and that they could do as they liked. They had agreed and undertaken to obey the rules of their society, and if they disobeyed they were liable to be expelled or fined. The defendants acted in the same way with regard to Gibson; and their object in each case was to injure the plaintiff, and to impose upon him a policy which they had no right to impose upon him. There being the facts, they had to apply the law to them. The case of *Boisen v. Hall* (6 Q. B. D. 333) shewed that, as regards the liability for persuading a person to break a contract, there was no distinction between the case of master and servant and other cases. This question had previously arisen in *Lumley v. Gye* (2 E. & B. 216) and the judgment of the majority of the court in that case was affirmed by the Court of Appeal in *Boisen v. Hall*, and it was laid down that though merely to persuade a person to break his contract might not be wrongful, yet if the persuasion be used for the indirect purpose of injuring the plaintiff or of benefiting the defendant at the expense of the plaintiff, it is a malicious act, which is in law and, in fact, a wrong act, and therefore a wrongful act, and therefore an actionable act if injury ensues from it. That exactly applied to the present case. The question arose whether there was any distinction in this respect between inducing a person to break an existing contract and inducing a person not to enter into a fresh contract. He could see no distinction between the two cases, the wrongful intent and the effect of injuring the person being the same in each. In the case of *Mogul Steamship Co. v. McGregor, Gow, & Co.* (1892, A. C. 25) the House of Lords drew no such distinction. The judgment of Lord Bramwell in that case was an authority to shew that the agreement between the defendants in this case was unlawful, and the damage made it actionable. The doctrine, that an agreement to do an act, which, if done by an individual, would not be wrongful, might be actionable if damage was caused thereby, applied alike to the procuring of the breach of an existing contract and also to the preventing of the making of new contracts. Here there was evidence that persons were prevented from entering into contracts with the plaintiff, and that damage was done to the plaintiff thereby. There was evidence, therefore, upon both counts to go to the jury, and there had been no misdirection, and the verdict must be upheld.

LOPES and A. L. SMITH, L.J.J., concurred.—COUNSEL, Robson, Q.C., and H. T. Kemp; Fredal Atkinson, Q.C., and T. W. Chitty; Lawson Walton, Q.C., and Montague Lush. SOLICITORS, Shaen, Roscoe, Massey, & Co.; Collyer-Bristow, Russell, Hill, & Co., for Laverack & Son, Hull; Bell, Brodrick, & Gray, for J. T. & H. Woodhouse, Hull.

[Reported by F. G. RUCKER, Barrister-at-Law.]

High Court—Chancery Division.

Re AMES, AMES v. AMES—North, J., 12th April.

SETTLEMENT—FORFEITURE ON ALIENATION—SETTLED LAND ACT, 1882, s. 51, SUB-SECTION 1.

Under a settlement made by the will and codicils of John Ames, who died in 1867, H. St. Vincent Ames was tenant for life in possession of certain real estate in Devonshire. By the said will and codicils the testator bequeathed to his trustees £4,000 upon trust to apply the dividends thereof during certain lives, of which H. St. Vincent Ames was one, to the maintenance and repair of a sea wall on the said estate, and subject thereto to preserving in good repair walks and drives thereon, any surplus to be paid to the person for the time being by virtue of the trusts of the will entitled to the possession or the receipt of the rents and profits of the said estate for his own absolute use. And the testator further provided that if at any time during the continuance of the said trusts of the

£4,000 the person for the time being entitled to the possession or to the receipt of the rents and profits of the said estate should by alienation or other act of his (other than by a lease in exercise of his powers of leasing) cease to be entitled to such possession or receipt, then the trusts declared of the £4,000 were to cease, and the same was to fall into the residuary personal estate of the testator. In 1892 H. St. Vincent Ames, with the consent of the trustees appointed for the purposes of the Settled Land Acts, sold the said estate. This was an originating summons taken out by H. St. Vincent Ames, to which the trustees of the will, the trustees of the will for the purposes of the Settled Land Acts, and the residuary legatee were defendants, to have it declared, *inter alia*, that the plaintiff was entitled to the income of the above-mentioned £4,000 during his life. The summons also asked that the sale by the plaintiff of furniture and chattels settled by the said settlement might be approved. It was contended that under the Settled Land Act, 1882, s. 51, sub-section 1, the provision that the £4,000 was to fall into the residue on alienation must be deemed to be void.

NORTH, J., held that the section applied. Under the will the plaintiff, the tenant for life in possession, was entitled to have the dividends of the £4,000 applied in keeping up certain portions of the property. If he parted with it he would lose that benefit, for he could not sell that. If he refrained from selling the property he would have the benefit of extra expenditure on it, which would otherwise have to come out of his own pocket, and though possibly there might be no surplus to go into his own pocket, still there was an estate which, while he possessed it, would be worth more by the dividends on the £4,000 than it would be if he parted with it, for by the will in such a case the money was to fall into the residue. And so a state of things was produced against which the words of section 51 were directed. His lordship directed, therefore, that, notwithstanding the sale, no change must be made as to the payments of the dividends of the £4,000 to the plaintiff. With regard to the approval of the sale of the chattels asked for, his lordship could not give that, but the summons must be amended, and a declaration made that the trustees need take no steps as to getting in the chattels already sold.—COUNSEL, *H. Law; Everett, Q.C.; Cosens-Hardy, Q.C.; Stuart Smith. SOLICITORS, Burch, Whitehead, & Davidson; Guacote, Wadham, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

THE BRIGHTON MARINE, &c., CO. v. WOODHOUSE—North, J.,
14th April.

AGREEMENT TO REFER—STAY OF PROCEEDINGS—ARBITRATION ACT, 1889,
s. 4—R. S. C., LXIV., 8.

This was a motion by the defendant in the action that, the matters in difference between the parties having been agreed to be referred to arbitration by two agreements, dated respectively the 16th of July, 1891, all proceedings in the action might be stayed, pursuant to the Arbitration Act, 1889, s. 4, which provides that "if any party to a submission . . . commences any legal proceedings in any court against any other party to the submission . . . in respect of any matter agreed to be referred, any party to such legal proceedings may at any time after appearance and before delivering any pleadings, or taking any other steps in the proceedings, apply to that court to stay the proceedings." The defendant had delivered no pleadings, but when the original time for putting in his defence was about to expire he wrote to the plaintiffs asking for their consent to the time being extended for fourteen days, which was given, and subsequently asked for a further extension of time of ten days, to which the plaintiffs also consented. It was urged for the plaintiffs that this was taking "steps in the proceedings" under the provisions of ord. 64, r. 8, which allows the time for delivering any pleadings to be enlarged by consent without application to the court.

NORTH, J., said that he ought to make the order asked for. The defendant had put in no defence, and so far was in time. The question was, Had he taken "any other steps in the proceedings"? It was said that he had by his applications for extension of time wherein to put in his defence. But in his lordship's opinion that was not taking steps in the proceedings, but outside them. No doubt if the consent had been refused the defendant would have been obliged to take out a summons, which would have been "a step in the proceedings." But it could not be said that, because it was provided by ord. 64, r. 8, that by consent a step in the proceedings could be avoided, that was itself a step in the proceedings. There must be an order to stay proceedings and refer the matter to arbitration, with liberty to apply.—COUNSEL, *Farrell, Q.C., and Methold; Byrne, Q.C., and Baines. SOLICITORS, Bolton & Co.; Thomas White & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re SUDBURY AND POYNTON ESTATES, VERNON v. LORD VERNON—
Stirling, J., 13th April.

SETTLEMENT—IMPROVEMENTS—TENANT FOR LIFE—OBLIGATION TO MAKE
PAYMENTS TO SINKING FUND—VALIDITY—SETTLED LAND ACT, 1882, s. 51.

This was a summons under section 56 of the Settled Land Act, 1882, and raised the question whether there was any obligation on Lord Vernon, under the circumstances hereinafter mentioned, to contribute any further payments to any sinking fund directed to be formed by the settlement under which he held the estates. The settlement of the Vernon Estates was made in April, 1877, and it enabled the trustees, at the request of the tenant for life, to raise the sums of £10,000 and £30,000, to be respectively applicable for agricultural and coal mining improvements, and at the like request to hand over these moneys to him to be applied for such improvement purposes without any liability on the part of the trustees to see to their application. Until the tenant for life required these moneys

when raised to be handed over to him they were liable to be applied for the purchase of land to be settled to the same uses as the settled property. The trustees had handed over the moneys to Lord Vernon, the tenant for life, under the settlement, and he applied them for improvements. According to the terms of the settlement he was under an obligation to replace out of income the moneys so handed over to him by annual instalments of one-twenty-fifth of each sum handed over to him, and he paid several contributions to the sinking fund. The question was now raised by the trustees whether, having regard to section 51 of the Settled Land Act, 1882, the direction to keep up the sinking fund was binding upon Lord Vernon. The section provides that any provision in a settlement which attempts in any manner to prohibit or prevent a tenant for life from exercising, or to induce him to abstain from exercising, any power under the Act is to be deemed to be void. For the trustees it was submitted that the provision in the settlement was good, and that it did not affect any of the powers given to the tenant for life under the Act. On behalf of Lord Vernon it was contended that the condition as to the sinking fund was void, and contravened section 51 of the Act.

STIRLING, J., said that under section 33 of the Settled Land Act, 1882, the moneys raised by the trustees were capital moneys, and applicable as such under the Act, and the improvements authorized by the settlement were to a large extent those which were sanctioned by the Settled Land Act. It was, therefore, competent for the tenant for life, if he were so minded, to apply to the trustees to deal with the moneys for improvements according to the Act. Section 26 of the Act contained careful provisions as to the mode in which capital moneys should be applied for improvements, and required that there must either be a scheme sanctioned by the trustees or else that the sanction of the court must be obtained. That course had not been resorted to, but the money had been handed over to the tenant for life to be dealt with under the settlement. Why was he to be relieved from the obligation to recoup imposed upon him by the settlement? It was said that that obligation was contrary to section 51 of the Settled Land Act, 1882. His lordship could not say that the obligation to recoup in any way tended to prevent the tenant for life from exercising any power under the Act. If the tenant for life had asked the trustees, as he might have done, to deal with the moneys under the Act, he would in that case have been under no obligation to recoup at all. So far from there being in the settlement any limitation which would prevent the tenant for life from exercising any power under the Act it seemed to his lordship that there was a very strong inducement for him to exercise those statutory powers. Lord Vernon had resorted to the powers under the settlement, and he was, therefore, bound to make further payments to the sinking fund, but that would not prejudice any application he might make under section 15 of the Settled Land Act of 1890, which enabled the court to make an order for payment for improvements which had been executed without the prior approval of the trustees or of the court.—COUNSEL, *Lopes; Hastings, Q.C., and Maidlow. SOLICITORS, Arnold & Henry White.*

[Reported by W. A. G. WOODS, Barrister-at-Law.]

SOMERSET v. EARL POULETT—Kekewich, J., 12th April.

TRUST—BREACH OF TRUST—INVESTMENT ON MORTGAGE—VALUATION—
LIMITATION—CONSENT OF BENEFICIARY—IMPOUNDING INTEREST—MEASURE
OF LIABILITY—TRUSTEE ACT, 1888, ss. 4 (1), 5, 6, 8.

This action was brought against the trustees of a marriage settlement to make good certain breaches of trust alleged to have been committed by them in improperly advancing the trust funds upon mortgage security. The plaintiffs were Vere F. J. Somerset, the tenant for life, and his infant children, and the defendants were Earl Poulett, Lord Dorchester, and Sir T. Meyrick, the surviving trustees of the settlement. The settlement was executed in 1875, and declared that the defendants and Granville R. H. Somerset should stand possessed of certain stocks and securities upon trust, after the marriage, with the consent in writing of the husband and wife during their joint lives to sell and invest the same on real and other securities, and to pay the income to the husband for life, then to the wife for life, and after the death of the survivor to hold the capital on trusts for the children of the marriage. In 1878 the trust funds were, with the consent of the husband and wife, sold out and reinvested upon mortgage of an estate in Shropshire belonging to Viscount Hill. With a view to this advance the estate was valued by Farebrother, Ellis, Clark, & Co., who valued it at £42,750. Subsequently they advised the trustees that £35,000 could be safely advanced upon the estate, though they did not alter the figure of their valuation. The trustees thereupon advanced the whole of the trust funds, consisting of a sum of £34,612, upon mortgage of the estate. Granville R. H. Somerset died in 1881, and Mrs. Vere Somerset in 1889. The security having proved to be insufficient, this action was brought. Part of the estate had been sold. For the plaintiffs it was contended that no proper valuation had been obtained by the trustees, that the investment was improper, and that the trustees were liable for the resulting loss. The defendants contended that the trustees had been advised that the security was sufficient; that the plaintiff, Vere Somerset's right of action was barred by virtue of section 8 of the Trustee Act, 1888; that his life interest should be impounded in accordance with section 6 of that Act, the investment having been made at his "express and pressing request and instigation." They also relied on section 5 of the Act as limiting their liability (if any) to the excess of the sum actually advanced over the sum which might properly have been advanced.

KEKEWICH, J., in the course of a written judgment, said that this was one of the most difficult and important of pure chancery cases that had come before him as judge. It might be taken to be settled (*Speight v. Gaunt*, 32 W. R. 435, 9 App. Cas. 1; *Learoyd v. Whiteley*, 36 W. R. 721, 12 App. Cas. 727) that trustees must exercise in the discharge of their

duties ordinary care and prudence, by which was meant such care and prudence as a reasonable man would exercise in the management of his own private affairs; and that so long as they did this, and acted within the limits of their legal powers, they could not be made liable for loss even though incurred by what turned out to be a failure in discretion. As to investments on mortgage, it was the duty of trustees to conclude for themselves, and by the exercise of their own judgment, whether any given security was sufficient for the amount which they proposed to advance against it; and this held good notwithstanding that the surveyor, solicitor, or other trusted agent expressed an opinion on the subject. There was no absolute rule respecting the choice of security falling within the strict limits of authorized investments, or the amount proper to be advanced against any particular security; but *Leavoyd v. Whiteley*, combined with other cases, such as *Fry v. Tapson* (33 W. R. 113, 28 Ch. D. 268), shewed that there were undefined, but fairly well understood, limits beyond which advances ought not to be made. In order to fix the limit of advance in any particular case, it was necessary for trustees to be advised respecting the value of the property; and unless they themselves were personally acquainted with it, they must also be advised respecting the character of the property and the probability of its continuing to be a proper trust security. The object of trustees must ever be to make a permanent investment—one which would be maintained for a considerable period, and which would not only during that period yield the stipulated income, but would ultimately, and whenever required, realize the full sum advanced. In *Leavoyd v. Whiteley* the Lord Chancellor dwelt on the importance of securing the capital sum, but did not, he was convinced, intend to place in the background the importance of also securing the income, which might be, and often was, as essential to the welfare of the remainderman as it was to that of the tenant for life. His lordship expressed himself thus because the limits stated with reference to capital had not been specifically applied to income, and he was not sure that, as regards income, some larger latitude might not safely be permitted. On the question how far, if at all, trustees might properly rely on the position of the borrower, there was, so far as he was aware, no authority. It was impossible to exclude it from the consideration of trustees, and it would not be difficult to put cases in which the solvency or insolvency of the borrower would properly influence them in making an advance somewhat in excess of the limits generally allowed or declining the transaction altogether; but where the object was to make a permanent investment of trust-money on mortgage of real estate, it seemed to him wrong to advance a sum largely in excess of what was otherwise right because it was believed that the borrower was now, and was expected to remain, capable of paying the principal and interest, or such part thereof as could not be realized from the security. Upon these principles his lordship examined the mortgage of 1878, and came to the conclusion that the impropriety of the investment of the £34,612 was beyond question. The liability of the defendants according to law, apart from the Trustee Act, 1888, being thus established, it remained to consider the several questions arising under that Act. His lordship held that, as against the plaintiff Vere Somerset, the statute afforded a complete answer on the part of the defendants, and that the security would have been a proper investment for £26,000. He therefore made a declaration, as between the infant plaintiffs and the defendants, that the investment of the £34,612 was a breach of trust, and that the defendants were jointly and severally liable to make good the loss to the trust estate, upon the footing that £26,000 was the largest sum which might properly have been advanced by the trustees on the security of the mortgaged property. The same plaintiffs would be declared entitled to a lien on the proceeds of sale of the property already sold and on the property remaining unsold for the payment of the amount found due to them. As between Vere Somerset and the defendants there would be a declaration that his right to sue was barred by the Trustee Act, 1888, and, further, that the defendants were entitled to have his life interest in the whole trust estate, whatever it was, impounded by way of indemnity to them against the liability before declared, and proper directions must be given to that end. The defendants must pay the infant plaintiffs' costs of action, and Vere Somerset must pay the defendants' costs of the action so far as they had been increased by his joining as plaintiff and seeking relief against the defendants.—COUNSEL, *Warnington, Q.C.*, and *O. L. Clare*; *Marten, Q.C.*, and *T. H. Carson*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *E. Bygott, Wem, Salop*; *Hulberts & Hussey*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Queen's Bench Division.

Re AN ARBITRATION BETWEEN BATER AND ANOTHER AND THE MAYOR, &c., OF BIRKENHEAD—19th April.

PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 116, 117, 308—SEIZURE OF MEAT BY LOCAL AUTHORITY—REFUSAL OF MAGISTRATE TO CONDEMN—DAMAGES ARISING FROM WRONGFUL EXERCISE OF POWERS—"FULL COMPENSATION"—COSTS OF ATTENDANCE OF OWNER BEFORE MAGISTRATE—RIGHT TO REFUSE RETURN OF MEAT.

This was a case stated for the opinion of the court under section 7 of the Arbitration Act, 1889. The circumstances out of which the arbitration arose were the following:—On the 23rd of August, 1892, the inspector of nuisances appointed by the Corporation of Birkenhead (as the urban sanitary authority) seized the carcass of a bullock, the property of the claimants, who were partners in the business of importing cattle and selling meat, as being unfit for human food. He detained the carcass, and on the following day took it before a magistrate, who refused to condemn it or to make any order in respect of it. These proceedings were taken

under sections 116 and 117 of the Public Health Act, 1875. The inspector then tendered the carcass to the claimants, but they refused to accept it. Arbitrators were appointed under sections 179, 180, and 308 of the Public Health Act to determine the fact of damage in relation to the above matters and the amount of compensation (assuming that a right to compensation existed) to be paid to the claimants by the corporation. Questions arose before the arbitrators, and were now submitted to the court, as to whether the claimants were legally entitled to refuse to accept the carcass when tendered to them after the magistrate's decision, and were therefore entitled to receive as compensation the full value of the carcass, or whether they ought to have accepted it and were entitled only to receive damages for its detention; and as to whether the costs of the claimants of appearing before the magistrate and opposing the condemnation of the meat could lawfully be included under the word "compensation" as used in section 308 of the Public Health Act, 1875. That section provides that "where any person sustains any damage by reason of the exercise of any of the powers of this Act in relation to any matter as to which he is not himself in default, full compensation shall be made to such person by the local authority exercising such powers." The following cases were cited: *White v. Redfern* (5 Q. B. D. 15), *Vinter v. Hind* (10 Q. B. D. 63), and *Ways v. Thompson* (15 Q. B. D. 342), reliance being placed by the corporation (as to the question of the costs of the appearance before the magistrate) upon the remark of Wills, J., in the last-mentioned case (15 Q. B. D., at p. 347), "It has been already decided that the defendant cannot be heard on the application to condemn the meat."

THE COURT (WILLS and CHARLES, JJ.) decided the first question in favour of the corporation and the second in favour of the claimants.

WILLS, J.—The difficulty which arises in this case is one which commonly occurs where legislation is imperfect, and that is the general opinion as to these sections. The first question here is whether, when proceedings have been taken under the Public Health Act, and a man's meat has been wrongfully seized as being unfit for human food, he is entitled, under the section which gives him a right to compensation, to the full value of the meat seized and also to his costs of going before the magistrate upon the application to condemn the meat. On the first point we are with the corporation. We think it impossible to say that because the meat was seized and its condemnation did not follow the owner had a right to refuse to take it back for what it was worth. It remained his meat; and a person who is seeking damages from another must act reasonably, and do his best to prevent excessive damage being incurred. I think that the claimants were wrong in this matter, and are not entitled to recover the full value of the meat as damages. Then comes the more serious question as to the costs of appearing before the magistrate. The proceeding under which the condemnation of the meat may take place is anomalous. It may take place behind the back of the owner of the meat, and in one of the decisions I am reported as having said that the defendant "cannot" be heard. I think that that is incorrect: if the expression ascribed to me had been "is not entitled to be heard" I think it would have been correct, but I do not think that any decision has gone beyond that. It is, however, clear that the magistrate may refuse to hear the defendant and his witnesses, and that the condemnation of the meat may yet be good. It is said that as the defendant has no right to be heard he has no right to recover his costs of that hearing. I cannot agree to that. His attendance before the magistrate seems to me to be the natural consequence of the seizure of the meat. The Act says that he is to have "full compensation," and I think that common sense and justice require that the costs of any steps which a right-minded man who thought he had a good cause would naturally take under the circumstances are recoverable as compensation where there has been an erroneous exercise of the powers of the Act. Any other decision would be terribly unjust to an honest man whose meat had been seized: he would be deterred by the fear of incurring costs from coming forward and defending himself. The question as to the inclusion of the costs in the compensation to be paid to the claimants must, therefore, be answered in their favour.

CHARLES, J.—I am of the same opinion. For the purpose of dealing with these questions we must assume that the claimants are persons who have sustained damage through the exercise of the powers of the Act in relation to a matter as to which they are not in default. If that be so, they are to receive "full compensation." As to the first question I entirely agree with the remarks made by my brother Wills. I think that the smaller sum which the arbitrators have found is all that is payable to the claimants; they had no right to throw this carcass upon the hands of the corporation. The second question is much more important. It is said that the appearance of the claimants before the magistrate was not the natural consequence of the act of the officer of the corporation. But surely it is natural and proper for a man who has had notice of these proceedings to appear and try to prevent the condemnation of his meat. It is said, again, that it was useless for them to appear, because the magistrate had no power to hear them upon this question. As my brother Wills has pointed out, no case has gone so far as to decide that. Certainly there are expressions both in *Ways v. Thompson* and in *Vinter v. Hind* which point in that direction, but neither of those cases decide that the magistrate has no power to hear the owner of the meat. Though he is not entitled to be heard, it appears to me that the magistrate is permitted to hear him, and he may, if he likes, go and put his case. Here the magistrate did hear the owners of the meat and their witnesses, and he declined to condemn the meat. I think that the attendance of the owners and their witnesses was the natural consequence of the act of the officer, and that the costs thereby incurred ought to be included in the full compensation that is to be allowed.—COUNSEL, *Poland, Q.C.*, and *Macmorran*; *J. Walton, Q.C.*, and *W. F. Taylor*. SOLICITORS, *Hamlin, Grammer, & Hamlin*, for *R. B. Moore & Son*, Birkenhead; *Gill*, Town Clerk, Birkenhead.

[Reported by T. R. C. DILL, Barrister-at-Law.]

SCOTTISH PROVIDENT INSTITUTION v. BODDAM—12th April.

LIFE ASSURANCE—STATEMENTS IN PROPOSAL—MISREPRESENTATION—FRAUD.

This was an action tried before Day, J., without a jury. The claim was for a declaration that the acceptance of a proposal of the late R. H. Boddam to be admitted as a member of the plaintiff institution for an insurance of £2,000 upon his life and the contract entered into by the plaintiff institution for such assurance were induced by misstatements of fact, and were void, and for consequential relief. The proposal was accepted on the 14th of June, 1892. The proposer had stated in answer to a question whether a proposal had been made for the assurance of the same life in any other office, "Yes, in the Edinburgh Life, in April." The proposer had in fact made proposals to four other offices—the "Edinburgh," the "Royal Exchange," the "Equitable" and the "Colonial and Mutual"—and policies had been granted by the two first of these offices. The proposer signed a declaration at the foot of the proposal by which he agreed "that this proposal and declaration shall be the basis of the contract, and that in case it shall hereafter appear that this contains an untrue statement as to the age, or that evidence furnished in connection with this application contains any false and fraudulent averment in other respects, then all moneys which shall have been paid on account of the said assurance shall be forfeited and belong to the institution, and the assurance itself shall be absolutely null and void. On the 15th of June the proposer was found dead in a railway tunnel. The plaintiff institution, when the facts as to the prior proposals to other offices came to their knowledge, brought this action against the proposer's executor. The following cases were cited:—*The London Assurance Co. v. Mansel* (27 W. R. 444, 11 Ch. D. 363), *Thomson v. Weems* (9 App. Cas. 671), and *Fowkes v. The Manchester and London Life Assurance Association* (11 W. R. 622, 32 L. J. Q. B. 153).

DAY, J., said that the deceased had stated that he had applied for assurance to the Edinburgh Life Office, whereas, as a matter of fact, he had also applied to the Colonial and Mutual, in which case the proposal had fallen through: to the Equitable, where the proposal had been withdrawn after a medical examination; and to the Royal Exchange, where the life was accepted with seven years added to it. It was clear that the declaration did not contain the truth as to these material matters, but as fraud had not been alleged he must consider the conditions contained in the declaration. The plaintiffs had put their own construction upon the expression "basis of contract," instead of leaving the law to do it, and they had failed to bring the case within the provisions which they had themselves framed—no fraud having been pleaded or proved. Judgment would therefore be for the defendant, with costs.—COUNSEL, *Finlay, Q.C.*, and *Tindal Atkinson*; *Hopkinson, Q.C.*, and *A. T. Laurence*. SOLICITORS, *Munn & Longden*; *Richards & Neale*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

DALOBDEL FLIPO v. VARTY AND OTHERS—14th April.

PRACTICE—SECURITY FOR COSTS—COUNTER-CLAIM FOR TORT—POWER TO REMIT TO THE COUNTY COURT—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 66—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 100.

The plaintiff brought an action of debt, and the defendant counter-claimed for debt and slander. On the defendant becoming bankrupt a stay was ordered as regards the claims for debt, which were remitted to the Court of Bankruptcy, and the plaintiff sought to have the counter-claim remitted for trial to the county court, on the ground that the defendant was unable to pay or give security for costs in the event of the counter-claim proving unsuccessful. It was contended that for this purpose "action" must include "counter-claim," and that power to remit was conferred by section 66 of the County Courts Act, 1888, which enacts: "It shall be lawful for any person against whom an action of tort is brought in the High Court to make an affidavit that the plaintiff has no visible means of paying the costs of the defendant should a verdict be not found for the plaintiff; and thereupon a judge of the High Court shall have power to make an order that unless the plaintiff shall, within a time to be therein mentioned, give full security for the defendant's costs to the satisfaction of one of the masters of the Supreme Court, or satisfy a judge of the High Court that he has a cause of action fit to be prosecuted in the High Court, all proceedings in the action shall be stayed, or in the event of the plaintiff being unable or unwilling to give such security, or failing to satisfy a judge as aforesaid, that the action be remitted for trial before a court to be named in the order." By section 100 of the Judicature Act, 1873, "action" is defined to mean "a civil proceeding commenced by writ or in such other manner as may be prescribed by rules of court." The master refused to remit the action to the county court or to order the defendant to give security for the costs of the counter-claim, and on appeal Kennedy, J., held that he had no power under the section to accede to the plaintiff's application, but his attention being called to an unreported case in which Pollock, B., remitted a counter-claim for illegal distress for trial in the county court under circumstances analogous to the present, he referred the question to the court.

THE COURT (WILLS and CHARLES, JJ.) dismissed the appeal.

WILLS, J.—However desirable it might be to remit a case like the present, the Act of Parliament does not give us jurisdiction to do so. A counter-claim is not within the language of the section.

CHARLES, J., concurred.—COUNSEL, *C. E. Jones*; *C. Rose-Innes*. SOLICITORS, *William Morley*; *Hugh Rose-Innes*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

Bankruptcy Cases.*Ex parte* SHERIFF OF ESSEX, *Re* HARRISON—Q. B. Div., 17th April.

BANKRUPTCY—EXECUTION—INTERPLEADER ORDER—RECEIVING ORDER—COSTS OF SHERIFF—POSSESSION MONEY—POSSESSION RETAINED AFTER NOTICE BY OFFICIAL RECEIVER TO DELIVER OVER GOODS—BANKRUPTCY ACT, 1890, s. 11.

An important question was raised in this case as to the right of the sheriff to possession money out of the bankrupt's estate where possession had been retained, after notice of the receiving order had been given, owing to the fact that interpleader proceedings were then pending. Section 11 of the Bankruptcy Act, 1890, provides by sub-section (1) that "where any goods of a debtor are taken in execution, and before the sale thereof, or the completion of the execution by the receipt or recovery of the full amount of the levy, notice is served on the sheriff that a receiving order has been made against the debtor, the sheriff shall, on request, deliver the goods and any money seized or received in part satisfaction of the execution to the official receiver, but the costs of the execution shall be a first charge on the goods or money so delivered, and the official receiver or trustee may sell the goods, or an adequate part thereof, for the purpose of satisfying the charge." In the present case a writ of *f. fa.* was issued against the debtor on the 24th of August, 1891, under which possession was taken on the 28th of August, 1891. On the 4th of September, 1891, a claim was made to the goods under a bill of sale, and on the 14th of September an interpleader order was made directing the sheriff to sell unless within a certain time the money was brought into court by the claimant. On the 16th of September, 1891, the sheriff received notice that a receiving order had been made against the debtor, and on the 17th of September, 1891, the official receiver called on the sheriff to hand over the goods. The sheriff declined to hand over the goods pending the interpleader order, but on the 24th of September, 1891, he received notice that the bill of sale holder withdrew his claim. On the 26th of September, 1891, the sheriff took out a summons to have the interpleader order dismissed, and on the 2nd of October, 1891, he was ordered to withdraw. On that date the sheriff handed over the goods to the official receiver and subsequently brought in his bill of costs under section 11, in which he claimed possession money down to the 2nd of October. The county court judge disallowed all possession money subsequent to the 17th of September, 1891, on which date the sheriff was called upon by the official receiver to deliver up the goods, and from that order the sheriff now appealed.

THE COURT (VAUGHAN WILLIAMS and BRUCE, JJ.) dismissed the appeal. VAUGHAN WILLIAMS, J., said that the court did not think the sheriff could claim under section 11 of the Bankruptcy Act, 1890, any costs of execution whatever subsequent to the time when he received the notice mentioned in the section. It was not to be argued that the sheriff had any claim except by virtue of the provisions of section 11, and it was plain that that meant the costs of execution up to the time the notice was given. To read the case in the way the court had been invited to read it would involve adding to the section some such words as "unless interpleader proceedings are pending," and a proviso that if interpleader proceedings were pending the costs of execution should include all costs down to the discharge of the interpleader. It had been said that under the circumstances the goods were not the goods of the debtor within the meaning of the section. If they were not, the sheriff had no claim under the section; but if they were the goods of the debtor, then the sheriff, on delivering over the goods, was entitled to his costs down to that time. The court agreed with the county court judge that the only duty of the sheriff was to obey the provisions of the section, and on getting the notice his duty was to hand over the goods, and on handing over he would get the costs of execution down to that time.

BRUCE, J., concurred, and said that it was clearly not intended that the sheriff should have costs for remaining in possession after he had received notice of the receiving order. He would go further, and would say that he did not think that it was the duty of the sheriff to remain in possession after he had received notice of the receiving order.—COUNSEL, *Wightman Wood*; *Muir Mackenzie*. SOLICITORS, *Gepp & Sons*; *The Solicitor to the Board of Trade*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Solicitors' Cases.

SOLICITOR ORDERED TO BE SUSPENDED FROM PRACTICE FOR FOUR YEARS.

13 April—PERCY HAIGH, sen. (Kirkstall, near Leeds).

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

13 April—ALFRED HENRY ACKERS (Peterborough).

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Thursday, the 13th day of April, 1893.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the action of "James Dagnall and Henry George Cox (plaintiffs) v. The House Investors' Corporation (Limited), Sadler Long and John James Pakes (defendants)," from the Hon. Mr. Justice Kekewich (1893—D. N.—657) to the Hon. Mr. Justice Vaughan Williams.

HERSCHELL, C.

LAW SOCIETIES. INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held on July 15, 1881, to the effect that meetings of the Society should be held in January and April, a special general meeting of the members of the Society will be held in the Hall of the Society on Friday, the 28th inst., at 2 o'clock precisely, to consider the subjects hereafter mentioned, and of which notice has been duly given:—

QUESTIONS.

Mr. Charles Ford will move: "That in the opinion of this meeting, where notice of a question to be asked at a general meeting is printed upon the notice paper relating to such meeting, it shall be competent for the member, when asking such question, to state his reasons for doing so."

COURTS OF ARBITRATION.

Mr. Charles Ford will ask: "Whether the Council have considered, or will consider, the desirability of establishing Courts of Arbitration on the lines of that lately founded in the City of London, and which was called into existence owing to the delay and expense involved when recourse is had to Her Majesty's Supreme Court of Judicature? Further, whether the Council is not of opinion that the interests of suitors require that solicitors should have a right of audience in the High Court with a view to reducing the costs of litigation?"

LEGAL EDUCATION.

Mr. Charles Ford will ask the chairman: "If his attention has been called to the recent Congress of Articled Law Students at Derby, and whether the Council have considered the resolutions passed at that Congress, or propose to take any, and if so, what steps in the direction of providing a better system of legal education for articled clerks in England and Wales?" and will move: "That in the opinion of this meeting the new scheme for providing legal education for articled clerks, as promulgated by the Council, is as unsatisfactory as the former scheme, which was abandoned for want of support from articled clerks; and this meeting is further of opinion that in this new scheme there is no sufficient recognition of the rights conferred upon articled clerks by section 8 of the Solicitors Act 1877, which contains the following: 'All moneys paid to the Society in pursuance of this Act, in respect of the Preliminary, Intermediate, and Final Examinations, shall be applied by the Society in payment of the expenses from time to time incurred by the Society with reference to such examinations, and with reference to the lectures, classes and other teaching provided by the Society from time to time for persons bound, or about to be bound, under articles of clerkship to solicitors.'"

HALL AND OFFICES.

Mr. F. R. Parker will call attention to the crowded condition of the Society's hall and offices, owing to the vast increase in the number of the members and in the official business of the Society, and will move: "That the Council be requested to decide at an early date upon the plans of the new buildings to be erected when the Chancery-lane leases fall in."

LIBRARY.

Mr. F. R. Parker will call attention to the desirability of keeping the Library catalogue up to date, will enquire when the first triennial supplement will be published, and will move: "That the list of new books added to the library be printed annually in a convenient form, and be circulated at cost price to such members as may subscribe therefor in advance."

CHANCERY REGISTRARS.

Mr. Godden will move, and Mr. Kekewich will second: "That it is not expedient that the office of the Chancery Registrars should be abolished, or that their duties should be merged in the general duties of the judges' chief clerks; but that it is expedient that effectual measures should be taken for still further avoiding delays in the drawing-up of Chancery orders."

UNITED LAW SOCIETY.

March 27.—Mr. Marcus opened the debate: "That it would be in the best interests of the British Empire that the responsibility of Great Britain for the maintenance of order in Egypt should cease." Mr. Nugent Chaplin opposed. Messrs. Marks, Goodfellow, Le Maistre, Dr. Herbert Smith, McMillan, Elliman, Hughes, Begg, Sherrington, and Salaman also spoke. The motion was lost.

April 17.—Mr. C. W. Williams (vice-chairman of the society) moved: "That the decision of the majority of the Court of Appeal (Fry and Lopes L.J.J., Esher, M.R., dissenting) in *Companhia de Moçambique v. British South Africa Co.* and *De Sousa v. Sane* (1892, 2 Q. B. 358) is wrong in law." Mr. Nesbitt opposed. Dr. C. Herbert Smith and Messrs. Faithfull, Begg, and Symonds also spoke. The motion was carried by one vote.

The annual dinner of the society will be held at the Criterion Restaurant on Wednesday, 26th April, at 7.30. Mr. Justice Kennedy will be in the chair. Mr. Dickens, Q.C., Mr. Benjamin Lake, and other gentlemen will also be the guests of the society. Tickets (6s. each) may be obtained of the secretary, Mr. Donald McMillan, 28, Victoria-street, S.W., or of any of the committee.

THE COMPANIES (WINDING-UP) ACT, 1890.

THE following are extracts from the report of the Inspector-General in Companies Liquidation on the general working of this Act for the year ending the 31st of December, 1891:—

Character of the Insolvency.—In the appendix I have furnished a series of notes and observations upon a large number of the more instructive cases of the year, classified under different categories, according to the kind of objects for which the companies were formed. It would not have been difficult to have supplied these materials on a still more extended scale, but in the cases mentioned in the appendix I have selected those which chiefly illustrate the various prominent evils to which I desire to direct public attention, without undue repetition of detail, and without dealing with cases, the proceedings in which might be prejudiced by undue discussion. It should be borne in mind that, so far as the facts and figures are concerned, the observations are based almost entirely upon the statements of affairs furnished by the officials of the company and verified upon oath, and upon the admissions of these officials themselves, either in their public or private examinations in court. One of the first features which a perusal of these notes and of Table VIII. suggests is the extremely brief career of the great majority of the companies wound up during 1891. Out of the 111 companies, of which particulars are set out, the average duration from the date of registration to the date of the winding-up order is only three years, while fifty of them have been less than two years in existence, and twenty-four have been less than one. This fact alone excludes the idea that their failure was due to the ordinary misfortunes incidental to a trading business. A considerable number of cases are those of companies which were formed to take over existing private businesses which were either yielding no profit, or were actually insolvent at the date of the transfer, and these companies therefore never had a chance of success. This course furnishes an easy method of escaping from the inconvenience and penalties of the Bankruptcy Court, and experience shows that such transfers are not difficult of accomplishment. In any properly conducted sale of an existing business to a company the first step ought to be the procuring of a reliable valuation of the property, and of a report, after an independent examination of the books by a professional accountant, as to the extent and profits of the business; but this practice is not obligatory, and in the cases to which I refer it has either been totally neglected, or perverted by the employment of unreliable persons. Another class is that of companies formed to acquire and work some concessionary or patent right, which derives its supposed value chiefly from the monopoly attaching to its use rather than from any proved intrinsic value. In such cases there is generally a wide field for the exercise of the imagination, in determining the value of the rights to be acquired by the company, and the price to be paid for them. In many of these cases the directors are the nominees and instruments of the vendor. Under these circumstances it is not to be wondered at that the procedure has been made use of extensively for the purpose of obtaining from the public a consideration far in excess of any real or reasonable valuation of the rights in question. Another class of cases includes companies formed to purchase existing businesses of a more or less *bond fide* character, but at an extravagant price. In these cases the vendors not only nominate the other members of the board, but themselves as a rule become the managing directors, in which case their position is one of extreme influence, and necessarily controls the conditions under which the company is formed and managed. As a rule, and in order to avoid the legal responsibilities of a trustee in regard to the formation of the company, the vendors formally join the board after the allotment, but, as a matter of fact, their influence throughout is paramount. Where an old-established business is converted into a joint stock company upon an honest basis and upon reasonable terms, there can be no doubt that this continuity of management is greatly in favour of its success, especially where the managers hold a large stake in the company as an equivalent for the transfer of *bond fide* assets. But this very fact increases the temptations to an over-valuation. The desire to make it appear to the public that the vendor is taking a large interest in the venture too often leads to his taking such interest in the form of paid-up shares, in addition to and after the full value of the property has been provided for by means of cash or mortgages. In many cases the shares so allotted are regarded by the vendor himself as of little or no value, being freely distributed among friends, or among persons who have assisted in the formation of the company. Nor is it merely that the practice is liable to abuse by the sale to the public of a *bond fide* business at an exorbitant rate, but in a large number of the failures to which I refer the real evil lies in the fact that the transactions were entered into by the company under circumstances and conditions which made it practically impossible to succeed, and which therefore involved a practical fraud upon the shareholders. An excessive valuation may lead to diminished profits, but in many of the cases in question what took place was an absolute confiscation of the moneys of the public, considerable amounts having been subscribed and payments made on account of purchase-money, but, owing to the insufficient subscription of capital, the sale was never really completed, and the money paid was consequently forfeited. It is no uncommon thing for a vendor in such cases to persuade directors to go to allotment and proceed with the business by consenting to accept the remainder of the purchase-money in the form of a mortgage, and when, after a brief career, the company's resources are exhausted and further capital has not come in, he simply retakes possession in his capacity of mortgagee, and thus resumes his original position, *plus* such moneys as he may have received on account, and with the benefit of such improvements as may have been effected by the company upon the property. And these results are brought about, not by mistakes on the part of capable and independent trustees representing the interests of the shareholders, as the law assumes directors to be, but by men absolutely devoid of any qualifications for forming an

independent judgment, selected and nominated by the vendor, in his own interests, often paid by him directly or indirectly by means of gifts of shares or of money, and acting throughout under his influence and control. Care, no doubt, has to be taken in such cases not to allow the transactions in question to be capable of being impugned as constituting a breach of trust, but this is the solicitor's work, and it involves no practical difficulty. So far as the vendor is concerned, he relies on the doctrine of *caveat emptor*, and in doing so he violates no law, but acts strictly within his legal rights, and yet, of all classes of cases which have come under the observation of the Department, there are probably none in which the interests of the investing public have been more cruelly sacrificed than in these. Again, some of the companies were formed merely for the purpose of carrying out an idea, not accompanied by the acquisition of any property or rights—sometimes an idea involving great benefit to the community if it could be properly carried out. The failure of such companies is not to be taken as shewing that the idea in itself was erroneous, but merely that the means adopted were unsuitable or insufficient. In all these cases the amount of capital subscribed by the public was wholly inadequate for the purposes of the company, as judged even by the estimate of its promoters on its formation. The fact is, the directors should never have gone to allotment; and, in doing so, they entirely neglected and sacrificed the interests of the subscribers. In many cases what they did was simply to seize the moneys of a mere handful of subscribers, and to use them up in paying the expenses of promotion and the other preliminary expenses of the company. A very few of the companies were old-established concerns, which had proved prosperous for a time, but which had collapsed through mismanagement, not unfrequently accompanied by fraud. On the whole, it would be a difficult, if not an impossible, task to select out of the whole number of cases wound up by the court during the year a single case in which it could be said that the objects of the company were reasonable, that its promotion and management were honest, and that its failure was due chiefly to misfortune. On the contrary, it would be easy to shew, as regards the vast majority, that they were formed, either fraudulently or for the purpose of promoting objects which were illusory, or that their management was characterized by breach of trust or entire ignorance and incompetence. The general conclusion to which an impartial observation of the facts necessarily leads is, that under the Companies Acts a wide field has been opened up for the prosecution of objects of a more or less fraudulent character, which did not exist prior to the passing of these Acts, and which would be practically impossible in the case of individuals, or private partnerships, or of unlimited companies.

Costs of Administration.—Sufficient time has not yet elapsed to enable any statistics to be prepared of the costs of liquidation under the new system established by the Companies (Winding-up) Act of 1890. It is only in one or two cases that the liquidation of companies was closed during the past year, and it is not until the close that any fair estimate of costs can be framed. Fears have been expressed in some quarters that the introduction of what is called "officialism," and of the provisions relating to investigation, examination of directors and promoters, reports to the court, &c., would render the new system much more costly than that previously existing. I am happy to be able to say that there is no ground for any such fears, but that, on the contrary, the expenses of administration will probably shew a considerable reduction, in the same manner as similar provisions have done under the Bankruptcy Act. It will be observed from Table VI., p. 35, that 134 persons were ordered to be publicly examined during the year, and of these 123 were actually examined. In one or two of these cases, which were of a very complicated character, it was found desirable to employ professional assistance, but the great majority were conducted by the official receivers or assistant official receivers personally, and the average cost of such examinations (arising chiefly in respect of shorthand notes) is about £15 8s. per company, the average number of persons examined in each company being seven. So far, therefore, as regards that portion of the administration which relates to public examinations, there is no ground for the supposition that the new Act will entail any excessive amount of costs upon shareholders or creditors. On the other hand, the greater facilities now afforded for the administration of the assets without the necessity of incurring the expense of applications to the court, and the simpler methods for auditing the liquidator's accounts now in force, ought to result in a diminution of costs. It is useless, however, to speculate upon the subject until further experience has been gained by the actual closing of a sufficient number of liquidations, to admit of a fair estimate being formed. With regard to old liquidations, a considerable amount of light is now thrown by the returns of liquidators made under section 15 of the Winding-Up Act of 1890, upon the time occupied in liquidation, and the costs of the proceedings under the Act of 1862, in regard to pending liquidations. It seems a somewhat startling fact, that nearly 10 per cent. of the whole of the companies to which the table relates have been ten years and upwards in liquidation, while no fewer than twelve cases have been going on for upwards of twenty years. It is difficult to imagine what parties can be benefited by such prolonged liquidations except those who are engaged in conducting them. It may be that in some cases property which has been held has risen in value, but seeing that a liquidator's first duty is to realize and distribute the assets with all convenient speed, it may be doubted whether he is justified in holding over the realization of property for such a period. Apart from the fact that most creditors and shareholders would far rather have a small dividend in hand speedily than a larger one ultimately, it is open to the obvious criticism that such shareholders and creditors as desire to speculate in property on the chance of a distant profit have always ample opportunities of doing so on their own account. The idea that assets are improved by "nursing," however excellent it may appear in theory, is but rarely justified by actual results. A forced realization is, of course, in many cases,

open to obvious objections, but such prolonged liquidations as some of those embraced by the table appear to be no less so. With regard to costs, it will be observed that they are smallest in cases of voluntary winding up, while in regard to compulsory liquidation, and liquidation under the supervision of the court, they are subject to great fluctuations. In the majority of cases, although the results are far from uniform, they are highest under the compulsory system. This was only to be expected where every proceeding in the liquidation was subject to the approval of the court. The theory that supervision orders are less expensive than compulsory orders, even under the old system, does not receive much support from the table. But as a matter of fact it would be unsafe to draw any general conclusions as to the relative cost of the different systems of administration from these figures, the cases being too few to afford a reliable basis of comparison. I have already shewn that, as a matter of fact, companies which are wound up voluntarily are those in which the shareholders are chiefly interested, and the creditors are either few or are non-existent. This, I believe, is the simple explanation of the difference in the amount of costs under voluntary and compulsory liquidation respectively. Wherever creditors exist in any large proportion, more or less complicated questions are sure to arise, involving much legal consideration and litigation for their solution. Where the liquidation, on the other hand, merely involves the getting in of assets and distribution among shareholders, the work is of a very much easier description.

LEGAL NEWS.

APPOINTMENTS.

Mr. WILLIAM HENRY HARRISON, solicitor, Folkestone, has been appointed a Commissioner for Oaths. Mr. Harrison was admitted in July, 1885. He is deputy registrar of the county court.

Mr. ARTHUR HENRY HEBBERT, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Hebbert was admitted in December, 1886, after passing the Final Examination with honours. He is clerk to the justices of Smethwick Division, coroner of Stafford, and deputy coroner for the Northern Division of the county of Worcester.

Mr. JAMES R. MEAKIN, solicitor (of the firm of Messrs. Hankinson & Meakin), Derby, has been appointed Deputy Registrar of Births, Deaths, and Marriages for the district of the county borough of Derby.

Mr. EDWARD ANNESLEY OWEN, barrister-at-law, has been appointed Recorder of Walsall in the place of Mr. Neale, deceased. Mr. Owen was called to the bar in 1871.

Mr. GEORGE HARRY WILLIS, solicitor, 59, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Willis was admitted in December, 1886.

Mr. WM. WILLOUGHBY, junr., M.A. Oxford, solicitor, Daventry, has been appointed a Commissioner for Oaths. Mr. Willoughby was admitted in December, 1886.

Mr. WM. DAY WATTS, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Watts was admitted in April, 1882.

Mr. HARRY DE MONTFORT WELLBORNE, B.A. Oxon, solicitor, 17, Duke-street, Southwark, has been appointed a Commissioner for Oaths. Mr. Wellborne was admitted in July, 1885.

Mr. JOHN PERCY WITTY, solicitor, 24, Cullum-street, City, has been appointed a Commissioner for Oaths. Mr. Witty was admitted in January, 1887.

Mr. CHAS. SYLVESTER WOODBRIDGE, solicitor, Winchester, has been appointed a Commissioner for Oaths. Mr. Woodbridge was admitted in December, 1886.

Mr. WILLIAM WESLEY WOOSNAM, solicitor, 27, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Woosnam was admitted in December, 1883.

Mr. THOS. WILSON, solicitor, Normanton, has been appointed a Commissioner for Oaths. Mr. Wilson was admitted in December, 1886.

Mr. CHAS. HOWARD AUGUSTINE REECE, solicitor, 24, Essex-street, Strand, has been appointed a Commissioner for Oaths. Mr. Reece was admitted in June, 1883.

Mr. CHARLES JOSEPH PRIEST, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Priest was admitted in November, 1886.

Mr. ERNEST EDWARD SURRIDGE, solicitor, Great Coggeshall, has been appointed a Commissioner for Oaths. Mr. Surridge was admitted in March, 1884.

Mr. WM. THOS. SYMONDS TOMBS, solicitor, Fishguard, has been appointed a Commissioner for Oaths. Mr. Tombs was admitted in October, 1886.

Mr. WM. JOHN TITCOMB, solicitor, Colne, has been appointed a Commissioner for Oaths. Mr. Titcomb was admitted in November, 1883.

Mr. BENJAMIN HICK WATTS, solicitor, Bath, has been appointed a Commissioner for Oaths. Mr. Watts was admitted in May, 1876. He is clerk of the peace.

Mr. ALBERT WRIGHT, solicitor, Bradford, Yorks, has been appointed a Commissioner for Oaths. Mr. Wright was admitted in May, 1886.

Mr. ROBERT WILKINSON, solicitor, Halifax, has been appointed a Commissioner for Oaths. Mr. Wilkinson was admitted in November, 1886.

GENERAL.

Lord Brougham, says the *Daily Telegraph*, commenced his forensic career by gravely arguing before a judge that his client could not be legally convicted of "sheep" stealing because the animal he appropriated was a ram—a word which did not appear in the statute. Somewhat the same line was taken at the Stratford Petty Sessions on Saturday by the solicitor who defended Walter Street, charged with letting a donkey for hire in Epping Forest without the licence of the conservators. Street could not be convicted for a donkey (such was the argument used) because the word did not occur in the Act of Parliament. The animal he possessed was an ass. He was not, however, charged with letting an ass for hire, but a donkey, which was quite another thing. "But," said the magistrate, scratching his head with a pen, after becoming confused with a speech planned upon this new view of natural history, "if a donkey is not an ass, what is it?" "A donkey, sir," was the reply, "is like the letter x in algebra, an unknown quantity; the fourth dimension; an abstraction which represents nothing." "Have you ever received a kick from one?" asked the magistrate. The solicitor admitted lack of such technical experience, but still he was prepared to argue that, so far as the Act of Parliament was concerned, there was no such thing as a donkey in existence. On referring to the bye-laws it was found that the exact words used were "ass or other animal," and as a compromise the chairman agreed to take the donkey as the "other animal," and accordingly fined Street £3 and costs.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, April.....24	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday.....25	Pemberton	Jackson	Leach
Wednesday.....26	Ward	Clowes	Godfrey
Thursday.....27	Pemberton	Jackson	Leach
Friday.....28	Ward	Clowes	Godfrey
Saturday.....29	Pemberton	Jackson	Leach
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Monday, April.....24	Mr. Bait	Mr. Lavie	Mr. Pugh
Tuesday.....25	Farmer	Carrington	Beal
Wednesday.....26	Bait	Lavie	Pugh
Thursday.....27	Farmer	Carrington	Beal
Friday.....28	Bait	Lavie	Pugh
Saturday.....29	Farmer	Carrington	Beal

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DAVIS.—April 18, at Apley Rise, Marlborough-hill, N.W., the wife of Felix A. Davis, barrister-at-law, of a son.
WILSON.—April 16, at 30, Collegiate-crescent, Sheffield, the wife of Arnold Mair Wilson, solicitor, of a daughter.

MARRIAGES.

AINSLIE—ROWLEY.—April 15, at St. John's Church, Hurst, Ernest Henry Ainslie, of the Inner Temple, barrister-at-law, to Helen Elizabeth (Ella), eldest daughter of Alexander Butler Rowley, of Hurst, Ashton-under-Lyne.
COOKE—PROUDFOOT.—April 15, at St. Luke's, Osnsey-crescent, N.W., David Frederick Cooke, of Coleman-street, solicitor, to Alice, widow of the late Arthur Proudfoot, of 21, John-street, Bedford-row.
DODD—KAY.—April 15, at Holy Trinity Church, Wanstead, Essex, David Mainland Dodd, solicitor, Newcastle-upon-Tyne, to Emily Collinson, eldest daughter of the late Dr. Kay, of Sydenham, and granddaughter of T. B. Walker, Esq., Montpellier House, Wanstead.
HART—MONTAGU.—April 12, at the New West End Synagogue, Bayswater, Henry D'Arcy Hart, barrister-at-law, of Lincoln's-inn, to Ethel, fourth daughter of Samuel Montagu, Esq., M.P., of 12, Kensington Palace-gardens.
MERRICK—FOLEY.—April 12, at the parish church, Bradford, Wilts, Henry Merrick, Esq., of Middle Temple, barrister-at-law, to Olivia Mary, widow of the late Herbert Foley, and eldest daughter of J. H. Clifton, C.C., Uplands, Keynsham, Somerset, and Bristol.
TALLACK—SHARP.—April 18, at the Friends' Meeting House, Stoke Newington, Edwin Tallack, solicitor, of 15, Vincent-square, Westminster, to Florence, daughter of the late Lewis Sharp, of 112, Cazenove-road, Stoke Newington, N.
TILLIE—GIBBONS.—April 19, at the parish church, Knutsford, Charles Reed Tillie, M.A., solicitor, Londonderry, to Sarah (Letty), younger daughter of Benjamin Gibbons, of Knutsford, Cheshire.

DEATH.

SHAW.—April 16, Charles Henry Shaw, late Under Treasurer of the Middle Temple, aged 75.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 63, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, APRIL 14.

RECEIVING ORDERS.

ARMSTRONG, WILLIAM WHITE, JARTOW, co Durham, General Cartman Newcastle on Tyne Pet April 12 Ord April 12
BALLS, JOHN, Twyford, Berks, Licensed Victualler Reading Pet Mar 28 Ord April 10
BARNES, WALTER LOVE, Hayle, Cornwall, Grocer Truro Pet April 12 Ord April 12
BELL, ROBERT SAMUEL, late of Norwich, Oil Merchant Norwich Pet April 12 Ord April 12
BOARD, EDGAR, New Swindon, Wilts, Tobacconist Swindon Pet April 11 Ord April 11

BREWIS, EDWARD, late of Catford, Kent, retired Share Dealer High Court Pet Mar 17 Ord April 11
BROOKES, ARTHUR HENRY, Swadlow, Derbyshire, Grocer Burton on Trent Pet April 10 Ord April 10
BROOKES, JOSEPH, West Bromwich, Bricklayer West Bromwich Pet April 6 Ord April 7
BULLOUGH, JAMES SIDNEY, Bradford, Boot Dealer Bradford Pet April 10 Ord April 10
CHROMACK, HARRY, Rotherham, Provision Dealer Sheffield Pet April 11 Ord April 11
EARD, RUSSELL, East Molesey, Surrey, late Stockbroker Kingston Pet April 11 Ord April 11
EASTHOPE, MARY, Fern Cottage, Compton, nr Wolverhampton, Widow Wolverhampton Pet Mar 22 Ord April 11

FOSTER, ALFRED, and SAMUEL FOSTER, Newark upon Trent Grocers Nottingham Pet April 11 Ord April 11
FRANKLAND, ROBERT, Beccles, Suffolk, Saddler St Yarmouth Pet April 7 Ord April 11
GATHOUSE, CHARLES HENRY EDGECOMBE WINDRATT, Kingston, Surrey, Livery Stable Keeper Kingston Pet April 11 Ord April 11
GROSSMITH, GEORGE, Farewell, Christ Church, co Southampton, Tailor Poole Pet April 10 Ord April 10
HILL, JOHN HADLEY, Foleshill, Warwickshire, Baker Coventry Pet April 10 Ord April 10
HOBBS, JOSEPH JOHN, Olney lane, Upton Park, Oil Man High Court Pet April 11 Ord April 11
HOCKING, WILLIAM JOHN PRICE, Strood, Kent, Builder Rochester Pet April 10 Ord April 10

WINDING UP NOTICES.

London Gazette.—FRIDAY, APRIL 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDENDA SEAMLESS STEEL TUBE CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Charles Stiff, 178, Hagley rd, Birmingham. Grundy & Co, Manchester, solers for liquidator.
HADLOW GAS, COAL, AND COKE CO, LIMITED—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Edwin Reynolds, 9, Park rd, Tonbridge. Gorham & Co, Tonbridge, solers for liquidator.
STANDARD ACCIDENT INSURANCE CO, LIMITED—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to W Gibson Bloxson & W Swan Parker, 123, Temple chambers, Temple avenue, London. Akerman & Co, Temple chambers, solers for liquidators.
TESS AND THAMES STEAM SHIPPIING CO, LIMITED—Creditors are requested, on or before May 31, to send their names and addresses, and the amounts of their debts or claims, to Andrew Stables Fowler, Stockton on Tees.
TENCH GOLD HILLS, LIMITED—Creditors are required, on or before June 20, to send their claims to Thomas Dundas Pillans, 9 and 11, Fenchurch avenue, liquidator.
WARTON MINING AND COLOUR CO, LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to William Whitaker, 86, King st, Manchester. Cooper & Sons, Manchester, solers for liquidator.

UNLIMITED IN CHANCERY.

ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK—Petn for winding up, presented April 13, directed to be heard on Wednesday, April 23. Powell & Burt, 29, St Swithin's lane, solers for petners. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 23.

ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK—Petn for winding up, presented April 13, directed to be heard on Wednesday, April 23. Freshfields & Williams, 5, Bank bldg, solers for petners. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 23.

FRIENDLY SOCIETIES DISSOLVED.

COURT TRUTH, Ancient Order of Foresters, Burnley, Lancaster. April 8
DEVONPORT UNION MILL SOCIETY, LIMITED, 35, Marlborough st, Devonport, Devon. April 8
FINEDON GLADSTONE WORKING MEN'S CLUB SOCIETY, LIMITED, High st, Finedon, Northampton. April 10

LLANFACHRETH FRIENDLY SOCIETY, Llanfachreth, Merioneth. April 8
SUSPENDED FOR THREE MONTHS.
PONTYMYSTER PHILANTHROPIC SOCIETY, Rolling Mill Inn, Pontyminster, Monmouth. April 12
VICTORIA PLANT LODGE, Odd Fellows Friendly Society, Bynamore Hotel, High st, Morley, York. April 12

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO PARAGUAYAN LAND CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Campbell Patrick Ogilvie, New Broad st House. Stretton & Co, Cornhill, solers for liquidator.
AUTOMATIC COUPLER SYNDICATE, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Samuel James Colton. Astor & Co, 2, Cooper st, Manchester, solers for liquidator.
E W BLISS CO, LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Lock, 100, Winchester House, Old Broad st. Paine & Co, St Helen's pl, solers for liquidators.
CASTLE BREWERY CO, CARMELLY, LIMITED—Creditors are required, on or before May 29, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry March, Exchange, Cardiff. Joseph Henry Jones, Cardiff, soler for liquidator.

EDDLINGTON & CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Waterworth, 68, Victoria st, Blackburn.
GHARSON MILLS AND MIXING CO, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Aynot & John Ogilvie, Bishopgate st Within. Stretton & Co, Cornhill, solers for liquidators.

HONE MAGAZINE, LIMITED—Petn for winding up, presented April 15, directed to be heard on April 23. Morten & Co, 90, Newgate st, solers for petner. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 23.

INDUSTRIAL SECURITIES INVESTMENT CO, LIMITED—Petn for winding up, presented April 7, directed to be heard on April 26. Hanger & Co, Fenchurch st, solers for petner. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 25.

PALACE THEATRE, LIMITED—Petn for winding up, presented April 16, directed to be heard on Wednesday, April 26. Wilkinson & Co, 14, Bedford st, Covent Garden, solers for petners. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 25.

PARCHMENT AND PAPER CO, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, together with full particulars of their debts or claims, to Sidney Edwin Barbour, 72, Finsbury pavement. Law & Worsman, Holborn viaduct, solers for liquidator.

WELSH ANTHRACITE COLLIERIES, LIMITED—Petn for winding up, presented April 10, directed to be heard on Wednesday, April 26. Richard White, 7, New inn, agent for David Randall, Llanelly, soler for petners. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 25.

FRIENDLY SOCIETIES DISSOLVED.

PAR AND ST BLAZEY CO-OPERATIVE SOCIETY, LIMITED, St Blazey, Cornwall. April 14
ST MARY CHURCH SUNDAY SCHOOL SICK AND BURIAL SOCIETY, Birch, Manchester. April 11

STAMMERERS of all ages successfully treated. Boys while being cured thoroughly Educated and Prepared for Examinations by a University Tutor.—Apply Mr. B. BEASLEY (who cured himself), Brompton-park, Huntingdon, or "Sherwood," Willenden-lane, Brondesbury, London. "Stammering: Its Treatment," post-free, 18 stamps.—[ADVT.]

HOWELLS, JOHN, Ynyshir, Glam, Draper Pontypridd Pet April 11 Ord April 11
 HUDSON, CHARLES, Leicester, out of business Leicester Pet April 10 Ord April 11
 HUGHES, RICHARD, Mottistoun, nr Swansea, Maltster Swansea Pet Sept 12 Ord Oct 3
 JACKSON, EDWARD STANLEY, Didbury, Lancs, Innkeeper Stockport Pet April 11 Ord April 11
 JACOBS, FREDERICK, and JOHN JAMES COVILIN, Northampton, Shoe Manufacturers Northampton Pet April 5 Ord April 11
 LAFAN, EDWARD MURRAY, Stretford, Lancs, Doctor of Medicine Salford Pet April 11 Ord April 11
 LLEWELLYN, JOHN, Nottingham, Plumber Nottingham Pet April 12 Ord April 12
 MACKENZIE, WILLIAM ALEXANDER, Balfour ter, Leytonstone, previously Draper High Court Pet April 11 Ord April 11
 MILES, SAMUEL, Swansea, Club Manager Swansea Pet April 12 Ord April 12
 PAGET, ALFRED, Shrewsbury, Rent Collector Shrewsbury Pet April 11 Ord April 11
 PERKINS, HARRY, Stanground, Hunts, Fruiterer Peterborough Pet April 10 Ord April 10
 PHILLIPS, HARRISON, Lindley, Huddersfield, Greengrocer Huddersfield Pet April 10 Ord April 11
 RHEAD, EDWIN, Fitzroy st, Bank Manager High Court Pet Mar 25 Ord April 12
 ROBERTSON, CHARLES, Liverpool, Builder Liverpool Pet Mar 21 Ord April 11
 ROWE, RICHARD, St Minver, nr Wadebridge, Cornwall, Farmer Truro Pet April 12 Ord April 12
 SAYER, EDWARD, North Cadiz, Staffs, Grocer Walsall Pet April 10 Ord April 10
 SHORTELL, CHARLES, and JAMES THOMAS AKERMAN, Errol st, St Luke's, Stick Manufacturers High Court Pet April 11 Ord April 12
 SIMPSON, JOHN, Blackhill, co Durham, Inspector of Buildings Newcastle on Tyne Pet April 11 Ord April 11
 SIMPSON, THOMAS, and JOHN PICKERING, Earl Shilton, Leics, Boot Manufacturers Leicester Pet April 11 Ord April 12
 STANLEY, JAMES WILLIAM, Gloucester, Railway Clerk Gloucester Pet April 10 Ord April 10
 STONES, JOHN THOMAS, Bolton, Advertising Agent Bolton Pet April 11 Ord April 11
 TAYLOR, CHARLES HENRY, Peterborough, Commercial Traveller Peterborough Pet April 11 Ord April 11
 TURNER, HENRY SAMUEL, Bournemouth, late Lodging-house Keeper Poole Pet April 10 Ord April 10
 WADDY, SAMUEL RAY, Bridlington Quay, Yorks, Ironmonger Scarborough Pet April 6 Ord April 12
 WALKER, JOHN CLARK, Overbury, Worcs, Commission Agent Worcester Pet April 11 Ord April 11
 WHITLOCK, GEORGE STONE, Manchester sq mansions, Commercial Clerk High Court Pet April 12 Ord April 12
 WILLIAMS, BENJAMIN, Hopkins Town, Pontypridd, Glam, Greengrocer Pontypridd Pet April 11 Ord April 11

FIRST MEETINGS.

ATTON, ROBERT PEARSON, Stamford, of no occupation May 3 at 12 Law Courts, New rd, Peterborough
 BELLER, THOMAS ACHESON, Trinity sq, Grain Merchant April 21 at 12 Bankruptcy bldgs, Carey st
 BERTMAN, WILLIAM, Cardiff, Oil Merchant April 24 at 11 Off Rec, 29, Queen st, Cardiff
 BOLD, GEORGE, Wauhanst, Pontcymmer, Greengrocer April 24 at 12 Off Rec, 29, Queen st, Cardiff
 BRAUN, ALFRED, Liverpool, Shop Keeper April 25 at 3 Off Rec, 35, Victoria st, Liverpool
 BROOKES, ARTHUR HENRY, Swadincote, Derbyshire, Grocer April 24 at 3 Midland Hotel, Station st, Burton on Trent
 BUCKLEY, MARY, Marsh, Huddersfield, Contractor April 22 at 11 Off Rec, 6, Queen st, Huddersfield
 CAPAIN, THOMAS, Petersfield, Hants, Solicitor April 26 at 4 Souths & Caparn, Petersfield, Hants
 CANTHORNE, JOHN GEORGE, Melton Mowbray, Glass Dealer April 21 at 12.30 Off Rec, 34, Friar lane, Leicester
 CROSTHWAITE, ROBERT, Queen Victoria st, Iron Merchant April 21 at 2.30 Bankruptcy bldgs, Carey st
 CRUM, THOMAS WILLIAM, Risbury, Humber, Herefordshire, Farmer April 24 at 10.15, Corn sq, Leominster
 EDWARDS, E. J., Trumpington rd, Forest Gate, Builder April 21 at 12 Bankruptcy bldgs, Carey st
 EDWARDS, JOHN, Merthyr Tydfil, Butcher April 25 at 12 Off Rec, Merthyr Tydfil
 FULCHER, WILLIAM WENTON, Palgrave, Suffolk, Farmer April 25 at 12.30 Off Rec, 36, Princes st, Ipswich
 FURBER, PENEY N., Poultry, late Secretary of a Public Company April 24 at 11 Bankruptcy bldgs, Carey st
 GRAY, DAVID, St Albans, Builder April 21 at 12 Off Rec, 35, Temple church, Temple avenue
 GEORSMITH, GEORGE, Furewell, Christchurch, Hants, Tailor April 21 at 1 Off Rec, Salisbury
 HIETT, SARAH, late Oddstock, nr Salisbury, Widow April 21 at 2.30 Bankruptcy bldgs, Carey st
 HILL, JOHN HADLEY, Foleshill, Warwickshire, Baker April 21 at 3.30 Off Rec, 17, Hertford st, Coventry
 HOCKING, WILLIAM JOHN PRICE, Strood, Kent, Builder May 4 at 11.30 Off Rec, Rochester
 HODGSON, Jabez, and EDWARD SHEARD, sen, Blackpool, Plumbers April 21 at 2.15 Off Rec, 14, Chapel st, Preston
 HUDSON, CHARLES, Leicester, out of business April 24 at 3 Off Rec, 34, Friar lane, Leicester
 JONES, ENOCH, Ystrad Rhondda, Glam, Boot Dealer April 27 at 12 Off Rec, Merthyr Tydfil
 JONES, RICHARD THOMAS, Transmere, Cheshire, Builder April 24 at 3 Off Rec, 35, Victoria st, Liverpool
 JONES, WILLIAM, Fwellb, Carnarvonshire, Coal Merchant April 21 at 2.30 Crypt chmbs, Chester
 LANDLESS, JOHN GREENWOOD, Manchester, Tobaccoist April 21 at 3.30 Ogden's chmbs, Bridge st, Manchester
 LINDSAY, JOHN, Pendleton, Lancs, Joiner April 21 at 3 Ogden's chmbs, Bridge st, Manchester
 LOVE, JOSEPH, Treorchy, Glam, Furniture Dealer April 21 at 12 Off Rec, Merthyr Tydfil

MASON, JAMES (deceased), late of Leeds, Wholesale Clothier April 21 at 11 Off Rec, 32, Park row, Leeds
 MOWER, CHARLES EDWARD, Harkstead, Suffolk, Grocer April 25 at 11.30 Off Rec, 36, Princes st, Ipswich
 MURKIN, TOM, Bournemouth, late Butcher April 21 at 12.30 Off Rec, Salisbury
 NANNON, HENRY, Gt Winchester st, Solicitor April 21 at 2.30 Bankruptcy bldgs, Carey st
 NEWTON, THOMAS CHARLES, Wells next the Sea, Norfolk, Coal Merchant April 22 at 12 Off Rec, 8, King st, Norwich
 PAGET, ALFRED, Shrewsbury, Rent Collector May 12 at 10.30 Off Rec, Talbot chmbs, Shrewsbury
 PERKINS, HARRY, Stanground, Hunts, Fruiterer May 3 at 12 Law Courts, New rd, Peterborough
 SIMPSON, THOMAS, and JOHN PICKERING, Earl Shilton, Leics, Boot Manufacturers April 24 at 12.30 Off Rec, 36, Friar lane, Leicester
 SPANLING, ROBERT HART, Stowmarket, Baker April 25 at 12 Off Rec, 36, Princes st, Ipswich
 STANLAND, FRANK, 86 Ann's rd, Tottenham, Dairy Farmer April 21 at 3 Off Rec, 35, Temple church, Temple avenue
 STANLEY, JAMES WILLIAM, Gloucester, Railway Clerk May 16 at 11 Off Rec, 15, King st, Gloucester
 STEEL, ROBERT, Calcutta, India April 24 at 12 Bankruptcy bldgs, Carey st
 STONES, JOHN THOMAS, Bolton, Advertising Agent April 25 at 10.30 16, Wood st, Bolton
 THOMAS, ELEANOR, Penryn, Glam, Tea Dealer April 21 at 3 Off Rec, Merthyr Tydfil
 URWICK, SAMUEL LEWIS, Leominster, Licensed Victualler April 24 at 10 18, Corn sq, Leominster

The following amended notice is substituted for that published in the London Gazette of April 10:—

WILLIAMS, JOHN EDWARD, Llanellwedd, Radnorshire, Schoolmaster April 19 at 1 Off Rec, Llanidloes

ADJUDICATIONS.

ADAMS, WILLIAM GEORGE, 20, Glasshouse street, St. James's, Trunk Manufacturer High Court Pet Mar 16 Ord April 12
 ARMSTRONG, WILLIAM WHITE, Jarrow, Durham, General Cartman Newcastle on Tyne Pet April 12 Ord April 12
 BARNES, WALTER LOVE, Hayle, Cornwall, Grocer Truro Pet April 11 Ord April 12
 BELL, ROBERT SAMUEL, late of Norwich, Oil Merchant Norwich Pet April 12 Ord April 12
 BLAKE, GEORGE, Ilkley, Yorks, Wine Merchant Leeds Pet Feb 21 Ord April 12
 BROOKES, ARTHUR HENRY, Swadincote, Derbyshire, Grocer Burton on Trent Pet April 10 Ord April 10
 BROOKES, JOSEPH, West Bromwich, Bricklayer West Bromwich Pet April 6 Ord April 7
 BUCKLEY, MARY, Marsh, Huddersfield, Contractor Huddersfield Pet April 8 Ord April 8
 BULLOUGH, JAMES SIDNEY, Bradford, Boot Dealer Bradford Pet April 10 Ord April 10
 CROMACK, HARRY, Rotherham, Provision Dealer Sheffield Pet April 11 Ord April 11
 DAVIES, WILLIAM, Newport, Mon, Commercial Traveller Newport, Mon Pet April 7 Ord April 12
 EDWARDS, EDWARD JOHN, Trumpington road, Forest Gate, Builder High Court Pet Feb 18 Ord April 12
 FORD, HENRY, Stratton St Margaret, Wilts, Baker Swindon Pet Mar 14 Ord April 12
 FRENCH, THOMAS, Catford, Kent, Builder Greenwich Pet Mar 30 Ord April 8
 GRIFFITHS, LEWIS, late Chrisp street, Bromley le Bow, Road Contractor High Court Pet Feb 2 Ord April 8
 GROFFIER, CATHERINE HELEN, Broxbourne, Herts, School Proprietor Hertford Pet April 5 Ord April 10
 HALL, HERBERT, Church st, Kensington, Fancy Dealer High Court Pet Mar 17 Ord April 11
 HELLIER, WILLIAM, Lydd, Kent, Grocer Hastings Ord Mar 13 Pet April 8
 HILL, JOHN HADLEY, Foleshill, Baker Coventry Ord April 10 Pet April 12
 HOCKING, WILLIAM JOHN PRICE, Strood, Kent, Builder Rochester Pet April 10 Ord April 10
 HOWELLS, JOHN, Ynyshir, Glam, Draper Pontypridd Pet April 11 Ord April 11
 HUDSON, CHARLES, Leicester, out of business Leicester Pet April 5 Ord April 11
 JACKSON, EDWARD STANLEY, Didbury, Lancs, Inn Keeper Stockport Pet April 11 Ord April 11
 JONES, RICHARD THOMAS, Transmere, Cheshire, Builder Birkenhead Pet Feb 27 Ord April 12
 LAFAN, EDWARD MURRAY, Stretford, Lancs, Doctor of Medicine Salford Pet April 10 Ord April 11
 LEAKE, JAMES, Oldham, Tripe Dealer Oldham Ord Mar 14 Pet April 11
 LEE, WALTER CHARLES, Luton, Beds, Straw Hat Blocker Luton Pet April 6 Ord April 12
 LLEWELLYN, JOHN, Nottingham, Plumber Nottingham Pet April 12 Ord April 12
 LOVELOCK, JAMES, and WILLIAM JAMES LOVELOCK, Aberystwyth, Glam, Shipowners Nenth Pet Mar 2 Ord April 11
 MCKIBBOW, GAVIN, Liverpool, Draper Liverpool Pet Mar 10 Ord April 7
 MEAD, FREDERICK, Lower Marsh, Lambeth, Provision Merchant High Court Pet Mar 10 Ord April 11
 MERCH, HERBERT JOHN, Kennington rd, Lambeth, Wax Modeller High Court Pet Mar 24 Ord April 10
 MILES, SAMUEL, Swansea, Club Manager Swansea Pet April 12 Ord April 12
 NASH, E. FRANKLIN, Chancery lane High Court Pet Jan 16 Ord April 11
 NEWTON, THOMAS CHARLES, Wells next the Sea, Norfolk, Coal Merchant Norwich Pet April 8 Ord April 12
 ONIONS, GEORGE HENRY, Moxley, Wednesbury, Staffs, Ironmaster Wolverhampton Pet April 7 Ord April 10
 PAGET, ALFRED, Shrewsbury, Rent Collector Shrewsbury Pet April 11 Ord April 11
 PERKINS, HARRY, Stanground, Hunts, Fruiterer Peterborough Pet April 10 Ord April 10

POPHAM, FRANCIS COMPTON ALEXANDER LEYBOURNE, Plumpton, Sussex, Proprietor of Plumpton Racecourse Lewes and Eastbourne Pet Dec 20 Ord April 8
 ROWE, RICHARD, St Minver, nr Wadebridge, Cornwall, Farmer Truro Pet April 12 Ord April 12
 RUMILLY, ALFRED, Duke st, Aldgate, Merchant High Court Pet Feb 16 Ord April 10
 SCOTT, THOMAS, Leicester, Miller Leicester Pet Mar 18 Ord April 8
 SHEPHEARD, D., Swansea, Hawker Swansea Pet Mar 10 Ord April 10
 SIMPSON, THOMAS, and JOHN PICKERING, Earl Shilton, Leics, Boot Manufacturers Leicester Pet April 11 Ord April 12
 STANLEY, JAMES WILLIAM, Gloucester, Railway Clerk Gloucester Pet April 10 Ord April 10
 STANIER, SELINA, Upper Baker st, Widow High Court Pet Mar 22 Ord April 10
 STONES, JOHN THOMAS, Bolton, Advertising Agent Bolton Pet April 11 Ord April 11
 TAYLOR, CHARLES HENRY, Peterborough, Commercial Traveller Peterborough Pet April 11 Ord April 11
 TURNER, HENRY SAMUEL, Bournemouth, late Lodging-house Keeper Poole Pet April 10 Ord April 10
 WADDY, SAMUEL RAY, Bridlington Quay, Yorks, Ironmonger Scarborough Pet April 6 Ord April 12
 WALKER, JOHN CLARK, Overbury, Worcs, Commission Agent Worcester Pet April 11 Ord April 11
 WHITLOCK, GEORGE STONE, Manchester sq mansions, Commercial Clerk High Court Pet April 12 Ord April 12
 WICKING, DAVID, High st, Marylebone, Surgeon-Dentist High Court Pet Mar 22 Ord April 12
 WILLIAMS, BENJAMIN, Hopkins Town, Pontypridd, Glam, Greengrocer Pontypridd Pet April 11 Ord April 11
 The following amended notice is substituted for that published in the London Gazette of October 7:—
 GRIMSHAW, RICHARD, Dewsbury, Temperance Hotel Proprietor Dewsbury Pet Oct 3 Ord Oct 4

London Gazette—TUESDAY, April 18.

RECEIVING ORDERS.

BALDWIN, THOMAS, Hollywood, nr Birmingham, Farmer Birmingham Pet Mar 16 Ord April 11
 BEEVERS, HENRY, Mexborough, Yorks, Grocer Sheffield Pet April 13 Ord April 13
 BENJAMIN, MOSS, Lower Thames st, Fish Merchant High Court Pet April 15 Ord April 15
 BIRKETT, WILLIAM, Liverpool, Manufacturing Confectioner Liverpool Pet April 12 Ord April 12
 BLACKWELL, WILLIAM, Tyldesley, Lancs, Grocer Bolton Pet April 13 Ord April 13
 BOARDMAN, JOHN CHARLES, St Helens, Builder Liverpool Pet April 12 Ord April 12
 BRANDE, FREDERICK ROBERT, Horsham, Sussex, retired Civil Servant Brighton Pet April 13 Ord April 13
 CLARKE, JOHN HENRY, Coumshingway, Leics, Builder Leicester Pet April 15 Ord April 15
 CLINTON, HENRY JAMES, Kidderminster, Grocer Kidderminster Pet April 13 Ord April 13
 COATS, GEORGE, Swineshead, Lincs, Farmer Boston Pet April 13 Ord April 13
 DENTON, ALFRED, Dewsbury, formerly Publican Dewsbury Pet April 10 Ord April 10
 FITZPATRICK, JOHN, Wilms, Lancs, Grocer Liverpool Pet Mar 27 Ord April 15
 GRAEVES, G. T., late Cockspur st, Journalist High Court Pet Sept 20 Ord April 14
 HALE, JOHN HERBERT, Bristol, India Rubber Merchant Bristol Pet April 15 Ord April 15
 HALPIN, BERNARD HENRY, Avenue rd, Clapton, late Provision Dealer High Court Pet April 13 Ord April 13
 HARDING, ELISHA, Worcester, Eating house Keeper Worcester Pet April 13 Ord April 13
 HARDY, JOSEPH (jun), Resgrave, Leics, Farmer Leicester Pet April 14 Ord April 14
 HARRISON, WILLIAM, Station Town, Wingate, co Durham, Contractor Sunderland Pet April 14 Ord April 14
 HOWE, EDWARD, Lakenham, Norwich, Confectioner Norwich Pet April 14 Ord April 14
 JAMES, HERBERT, formerly Baron's court rd, West Kensington High Court Pet Mar 2 Ord April 14
 JOHNSTONE, A. D., Princes st, Westminster, Engineer High Court Pet Jan 13 Ord April 14
 KROGHLEY, JOHN, Ilkley, Yorks, Fish Salesman Leeds Pet April 13 Ord April 13
 LAW, BENJAMIN, Leeds, Barrister at Law Leeds Pet April 14 Ord April 14
 LEVENSTON, MICHAEL, late Trafalgar sq Theatre, St Martin's lane, Theatrical Manager High Court Pet Mar 21 Ord April 12
 LISTER, WILLIAM DABDEN, Batley, Yorks, Fish Dealer Dewsbury Pet April 14 Ord April 14
 LOVATT, MARY JANE, Mossley, Lancs, Undertaker Ashton under Lyne and Stalybridge Pet April 14 Ord April 14
 MARIOTT, HENRY JAMES, Barnet, Herts, Builder Barnet Pet April 12 Ord April 12
 MITCHELL, THOMAS, Woolley Colliery, nr Barnsley, Shopkeeper Barnsley Pet April 13 Ord April 13
 MORGAN, BENJAMIN, Pembroke Dock, Hotel Keeper Pembroke Dock Pet April 14 Ord April 14
 NASH, JOHN HENRY, Gainsborough, Grocer Lincoln Pet April 14 Ord April 14
 PERRY, HENRY GEORGE, Stidcott, Tytherington, Glos, Farmer Bristol Pet April 15 Ord April 15
 ROBINSON, EDWARD E., Tunderbridge Wells, Captain in H M's Army Tunderbridge Wells Pet Feb 23 Ord April 13
 ROSS, ISAAC, Leicester, Sewing Machinist Leicester Pet April 15 Ord April 15
 ROUTH, JABEZ, and JOSEPH ROUTH, Cardiff, Boot Dealers Cardiff Pet April 15 Ord April 15
 SELIG & CO, Australian avenue High Court Pet Mar 13 Ord April 13
 SKELLY, MICHAEL, Perth, Glam, Egg Merchant Pontypridd Pet April 12 Ord April 11
 SMITH, JOHN, Paigfoss, Yorks, Farmer York Pet April 14 Ord April 14

SOMERS, ARTHUR EDWIN, Worcester, Publican Worcester
Pet April 15 Ord April 15
STEFFENS, WILLIAM, Duke st, St James's, Tallor High
Court Pet April 13 Ord April 13
TANCOCK, JAMES EDWIN, Plymouth, Tallor East Stone-
house Pet April 14 Ord April 14
TAR, WILLIAM FREDERICK, Isle Philpot lane, Solicitor
High Court Pet Mar 22 Ord April 13
TAYLOR, JAMES, Liverpool, Tallor Liverpool Pet April 12
Ord April 15
TAYLOR, THOMAS, Barnard Castle, Co Durham, Carpet
Weaver Stockton on Tees and Middlesborough Pet
April 18 Ord April 13
TURNER, BECKWITH THOMAS, Middlesborough, Grocer Mid-
dlesborough Pet April 14 Ord April 14
VOST, JOHN SHAW, and FRANK ROWLANDS FISHER, Halifax,
Cabinet Makers Halifax Pet April 6 Ord April 14
WALES, WILLIAM, Bishop Auckland, Tallor Durham Pet
April 15 Ord April 15
WALKER, WALTER, Loose gardens, Regent's Park, Inventor
High Court Pet Mar 2 Ord April 13
WATSON, JAMES HARRIS, Ellacombe, Torquay, Painter
Exeter Pet April 12 Ord April 12
WESTCOTT, HENRY, St Thomas the Apostle, Devon, Farmer
Exeter Pet April 14 Ord April 14
WILLIAMS, THOMAS, Bulth, Co Brecon, General Outfitter
Newtown Pet April 15 Ord April 15

FIRST MEETINGS.

ASTON, ARTHUR JOHN, Harborne, Staffs, late Managing
Director of William Aston, Ltd April 27 at 11 23,
Colmore row, Birmingham
BARNES, WALTER LOVE, Hayle, Cornwall, Grocer April 25
at 12 30 Off Rec, Bosconwen st, Truro
BARBER, THOMAS, Middlesborough, Milk-seller April 26 at
3 Off Rec's Office, 8, Albert rd, Middlesborough
BLACKWELL, WILLIAM, Tyldesley, Lancs, Grocer April 25
at 11 16, Wood st, Bolton
BREWSTER, EDWARD, late of Catford, Kent, retired Share
Dealer April 25 at 2 30 Bankruptcy bldg, Carey st
BULLOUGH, JAMES SIDNEY, Bradford, Boot Dealer April
26 at 11 Off Rec, 31, Manor row, Bradford
COATS, GEORGE, Swinhead, Lancs, Farmer May 11 at 12
Off Rec, 48, High st, Boston
CRABBE, GEORGE HENRY, Stanningfield, Suffolk, Wheel-
wright April 26 at 12 45 Guildhall, Bury St Edmunds
CROWACK, HARRY, Rotherham, Provision Dealer April
26 at 3 30 Off Rec, Figgess lane, Sheffield
CROUCH, JOHN, and HARRY AUGUSTUS SMITH, Atherstone,
Warwickshire, Hat Manufacturers April 28 at 11 23,
Colmore row, Birmingham
CROUCH, JOHN (separate estate), Atherstone, Warwickshire,
Hat Manufacturer April 28 at 11 23, Colmore row,
Birmingham
D M DAVIES & Co, Newport, Mon, Colliery Furnishers
April 26 at 2 30 Off Rec, Gloucester Bank chmbrs,
Newport, Mon
DAVIES, WILLIAM, Newport, Mon, Commercial Traveller
April 26 at 12 Off Rec, Gloucester Bank chmbrs, New-
port, Mon
DENHAM, HENRY, North Ormesby, Yorks, late Boot
Dealer April 26 at 3 Off Rec, 8, Albert rd, Middles-
borough
DENTON, ALFRED, Dewsbury, formerly Publican April
25 at 4 Off Rec, Bank chmbrs, Bailey
DOMALLA, ADOLPHUS ARMANDUS, Curtain rd, Shoreditch,
Cabinet Maker April 25 at 12 Bankruptcy bldg,
Carey st
FRENCH, THOMAS, Catford, Kent, Builder April 27 at 10 30
24, Railway app, London Bridge
GARDNER, BRIAN SHEPPARD, Tootington terr, North Finch-
ley, Draper April 25 at 3 Off Rec, 95, Temple chmbrs,
Temple avenue
HALSON, WALTER LAIRD, and GEORGE LOVELL, Romford,
Essex, Cycle Manufacturers April 26 at 3 Off Rec,
95, Temple chmbrs, Temple avenue
HARRISON, JAMES FORTESCUE, Ovington sq, Brompton,
Barrister at Law April 26 at 12 Bankruptcy bldg,
Carey st
HIBBERD, JOSEPH, Nelson, Lancs, Greengrocer May 18 at
1 30 Exchange hotel, Nicholas st, Burnley
HOLDSWORTH, WILLIAM, Leeds, Plasterer April 28 at 11
Off Rec, 22, Park row, Leeds
HUNT, EDWARD, Kingston upon Hull, Builder April 26 at
11 Off Rec, Trinity house lane, Hull
LEAKE, JAMES, Oldham, Tripe Dealer April 27 at 3 Off
Rec, Bank chmbrs, Queen st, Oldham
LLEWELLYN, JOHN, Nottingham, Plumber April 25 at 11
Off Rec, St Peter's Church walk, Nottingham
MACKENZIE, WILLIAM ALEXANDER, Balfour ter, Leyton-
stone, late Draper April 26 at 12 Bankruptcy bldg,
Carey st
MCANDLERS, THOMAS, Kidderminster, Tallor April 25 at
11 30 Miller Corbet, Solicitor, Kidderminster
NASH, JOHN HENRY, Gainsborough, Grocer May 4 at 12
Off Rec, 31, Silver st, Lincoln

OWEN, DAVID, Swansea, formerly Insurance Agent April
25 at 12 Off Rec, 21, Alexandra rd, Swansea
PALLETT, JOHN BARNFORTH, Sheffield, Joiner April 26 at 3
Off Rec, Figgess lane, Sheffield
PATER, WILLIAM, Stockton, Lancs, Mill Fust Manu-
facturer April 25 at 11 15 Towhall, Rochdale
PEGO, JOHN, New Eltham, Kent, Greengrocer April 26 at
11 30 24, Railway approach, London Bridge
PELLING, HARRISON, Linder, Huddersfield, Greengrocer
April 25 at 3 Off Rec, 6, Queen st, Huddersfield
RICHARDS, ARN, Penryn, Glam, Grocer April 25 at 12
Off Rec, Marthyt Tydd
ROBER, WILLIAM MARSH, Kidderminster, Solicitor April
25 at 11 Miller Corbet, solicitor, Kidderminster
ROWE, RICHARD, St Minver, nr Walsbridge, Cornwall,
Farmer April 25 at 2 Off Rec, Bosconwen st, Truro
RUMILLY, ALFRED, Duke st, Aldgate, Merchant April 27
at 11 Bankruptcy bldg, Carey st
SKIFFERS, DAVID, Dewsbury, Joiner April 25 at 3 Off
Rec, Bank chmbrs, Bailey
SMITH, HARRY AUGUSTUS (separate estate), Atherstone
Warwickshire, Hat Manufacturer April 28 at 11 23,
Colmore row, Birmingham
SMITH, HENRY, SANUEL, late of Kemp Town, Brighton,
Grocer April 27 at 12 Off Rec, 4, Pavilion bldg,
Brighton
SMITH, JOHN, Fangose, Yorks, Farmer April 28 at 11 30
Off Rec, York
SMITH, ROBERT, Yeovil, Yorks, Woollen Manufacturer
April 27 at 11 Off Rec, 22, Park row, Leeds
SPEECHLEY, FREDERICK MATTHEW, Kidderminster, Fancy
Draper April 25 at 10 45 Miller Corbet, solicitor,
Kidderminster
STANIER, SELINA, Upper Baker st, Widow April 26 at
11 Bankruptcy bldg, Carey st
SWANK, JAMES, High Trewhitt, Rothbury, Northumbria,
Cartwright April 25 at 11 30 Off Rec, Pink lane,
Newcastle on Tyne
TAYLOR, CHARLES HENRY, Peterborough, Commercial
Traveller May 3 at 12 15 Law Courts, New rd,
Peterborough
THOMAS, JOHN, Cardiff, Weaver April 25 at 11 Off Rec,
29, Queen st, Cardiff
WALKER, JOHN CLARK, Overbury, Worcs, Commission
Agent April 29 at 10 30 Off Rec, Worcester
WATKIN, GEORGE THOMAS, and ROBERT HENRY WATKIN,
Leeds, Painters April 26 at 12 Off Rec, 22, Park row,
Leeds
WATSON, JAMES HARRIS, Ellacombe, Torquay, Painter
April 27 at 10 Off Rec, 12, Bedford circus, Exeter
WEBB, WALTER, Bedford, Dairyman April 27 at 11 30
Off Rec, St Paul's sq, Bedford
WESTCOTT, HENRY, St Thomas the Apostle, Devon, Farmer
April 27 at 10 Off Rec, 12, Bedford circus, Exeter
WICKES, DAVID, High st, Marylebone, Surgeon Dentist
April 26 at 2 30 Bankruptcy bldg, Carey st
WILLIAMS, CHARLES, Droptwich, Corn Dealer April 27 at
10 30 Off Rec, 45, Copenhagen st, Worcester
WILSON, WILLIAM, Middlesborough, formerly Coal Hawker
April 25 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

BEEVERS, HENRY, Mexborough, Yorks, Grocer Sheffield
Pet April 12 Ord April 13
BIRKETT, WILLIAM, Liverpool, Manufacturing Confectioner
Liverpool Pet April 11 Ord April 12
BLACKWELL, WILLIAM, Tyldesley, Lancs, Grocer Bolton
Pet April 12 Ord April 13
BRAUN, ALFRED, Liverpool, Shopkeeper Liverpool Ord
April 15
CAMPELL, E. A. C., Teyford, nr Winchester, Captain in
H. M. Army Winchester Ord April 14
CLARKE, JOHN HENRY, Countesthorpe, Leics, Builder
Leicester Pet April 15 Ord April 15
CLARKE, THOMAS DAVID, Bath, Auctioneer Bath Pet
March 6 Ord April 13
CLINTON, HENRY JAMES, Kidderminster, Grocer Kidder-
minster Pet April 13 Ord April 13
COATS, GEORGE, Swinhead, Lancs, Farmer Biston Pet
April 7 Ord April 13
EYRE, GEORGE FREDERICK, Stockport, Patent Lint Manu-
facturer Stockport Pet March 30 Ord April 13
GROSSMITH, GEORGE, Farewell, Christchurch, Southampton,
Tailor Poole Pet April 10 Ord April 12
HALKETT, ELIZABETH, Bedford, Sanitary Plumber Bed-
ford Pet April 7 Ord April 14
HALPIN, BERNARD HENRY, Avenue rd, Clapton, late Provi-
sion Dealer High Court Pet April 13 Ord April 13
HARDING, ELISHA, Worcester, Eating house Keeper Wor-
cester Pet April 13 Ord April 13
HARDY, JOSEPH, the younger, Seagrave, Leics, Farmer
Leicester Pet April 13 Ord April 14
HARRIS, DAVID WILLIAM, High st, Bromley, Butcher
High Court Pet Feb 7 Ord April 13
HARRISON, JAMES FORTESCUE, Ovington sq, Brompton,
Barrister at Law High Court Pet March 10 Ord
April 13

HORNE, JOSEPH JOHN, Gipsy lane, Upton Park, Oldman
High Court Pet April 11 Ord April 11
HOWE, EDWARD, Latham, Norwich, Confectioner Nor-
wich Pet April 13 Ord April 14
HUNT, EDWARD, Kingston upon Hull, Builder Kingston
upon Hull Pet March 3 Ord April 14
HUNTINGTON, JOHN, Roby, Lancs, Farmer Liverpool Pet
March 8 Ord April 14
KNIGHT, JOHN, Ilkley, Yorks, Fish Salesman Leeds Pet
April 18 Ord April 13
LAW, BENJAMIN, Leeds, Barrister at Law Leeds Pet April
14 Ord April 14
LESTER, WILLIAM BARBER, Batley, Yorks, Fish Dealer
Dewsbury Pet April 14 Ord April 14
LOVATT, MARY JANE, Mowley, Lancs, Undertaker Ashton
under Lyne and Stalybridge Pet April 14 Ord April 14
MARK, WALTER S, Norwood, Surrey, Estate Agent Croy-
don Pet March 9 Ord April 13
MITCHELL, THOMAS, Woolley Colliery, nr Barnsley, Shop-
keeper Barnsley Pet April 13 Ord April 13
MITCHELL, WILLIAM EDWARD, West Cowan, I W, Grocer
Newport and Ryde Pet March 30 Ord March 30
NASH, JOHN HENRY, Gainsborough, Grocer Lincoln Pet
April 14 Ord April 14
PISHORN, ALFRED, Southampton, Lined Cake Merchant
Southampton Pet March 14 Ord April 14
RODWELL, SARAH, Bournemouth, Milliner Poole Pet
March 21 Ord April 13
ROSE, ISAAC, Leicester, Sewing Machinist Leicester Pet
April 13 Ord April 15
SHORTELL, CHARLES, and JAMES THOMAS ARTHUR, Etol
st, St Luke's, Stick Manufacturer High Court Pet
April 11 Ord April 14
SIMPSON, JOHN, Blackhill, Co Durham, Inspector of Build-
ings Newcastle on Tyne Pet April 11 Ord April 11
SKYE, MICHAEL, Forth, Glam, Egg Merchant Pontypool
Pet April 12 Ord April 12
SMITH, JOHN, Fangose, Yorks, Farmer York Pet April
14 Ord April 14
SOMERS, ARTHUR EDWIN, Worcester, Publican Worcester
Pet April 15 Ord April 15
STARK, JOHN, Leicester, Baker Leicester Pet Mar 18
Ord April 13
STEELE, ROBERT, Calcutta, India High Court Pet Mar 9
Ord April 13
TANCOCK, JAMES EDWIN, Plymouth, Tallor East Stone-
house Pet April 14 Ord April 14
TATUM, GEORGE, Beaversbrook rd, Holloway, Contractor
High Court Pet Mar 10 Ord April 13
TAYLOR, THOMAS, Barnard Castle, Durham, Carpet Weaver
Stockton on Tees and Middlesborough Pet April 13
Ord April 13
TURNER, BECKWITH THOMAS, Middlesborough, Grocer
Middlesborough Pet April 14 Ord April 14
WATSON, JAMES HARRIS, Ellacombe, Torquay, Painter
Exeter Pet April 12 Ord April 12
WESTCOTT, HENRY, St Thomas the Apostle, Devon, Farmer
Exeter Pet April 13 Ord April 14

SALES OF ENSUING WEEK.

April 25.—Messrs. DEBENHAM, TEBSON, FARMER, & BRIDGE-
WATER, at the Mart, E.C., at 2 o'clock, Freehold Ground-
rents (see advertisement, April 15, p. 4).
April 25.—Messrs. FOSTER, at the Mart, E.C., at 1 o'clock,
Leasehold Ground-rents (see advertisement, this week,
p. 4).
April 26.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart,
E.C., at 2 o'clock, Freehold Estates (see advertisement,
this week, p. 428).
April 28.—Messrs. GRANT & SON, at the Mart, E.C., at 1 for
2 o'clock, Title Rent Charge and Freehold and Leasehold
Properties (see advertisement, April 15, p. 4).

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EST. 1848.

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ASSETS EXCEED	5,000,000
PAYMENTS UNDER POLICIES EXCEED	10,500,000

63 THERE IS NOTHING DESIRABLE IN LIFE ASSURANCE WHICH THE SOCIETY DOES NOT FURNISH CHEAPLY, INTELLIGIBLY, AND PROFITABLY.

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CLAPHAM COMMON and BALHAM HILL.
By Order of Trustees.—Valuable Freehold Residences.—
For Investment and Occupation.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY NEXT, APRIL 28, at TWO, in Lots, by order of the Trustees under the Will of the late S. W. Cawston, Esq., important FREEHOLD ESTATES, in the parish of Streatham, occupying a most enjoyable position, in the much-esteemed district of Clapham-common and Balham-hill, consisting of Three Capital Detached Family Residences, for occupation and investment, on the south and preferable side of Clapham-common, and known as West House, Westbury, and Tintern, with stabling, outbuildings, and pleasure grounds; also a modern Detached Residence, distinguished as Malwood House, facing Balham-hill and at corner of Malwood-road; all let excepting Westbury, and together of the estimated rental value of £284 per annum. The property will be offered in separate Lots, thus presenting rare opportunities for gentlemen desirous of acquiring freehold houses for their own occupation to secure the same in this most delightful, healthy, and convenient position, while for investment such is the demand for this class of property that high and remunerative rents may be immediately secured.

Particulars of Messrs. Bell, Brodric, & Gray, solicitors, 9, Bow-churchyard, E.C.; of Messrs. Henry & Lachford, 63, High-street, Clapham; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

CAMPDEN HOUSE, KENSINGTON.

The exceedingly valuable Ground Lease (of over 50 years unexpired, free of rent), with Small Part Freehold, of this beautifully-appointed and well-known historic Residence, entirely secluded within ornamental and finely-planted grounds of over three acres, approached by a carriage-drive with lodge-entrance, and having complete range of out-offices, conservatories, green and hothouses, and all the accessories of a country home, on the verge of the fashionable districts of the West-end of town, within 30 minutes' drive of the Houses of Parliament and less from the principal resorts of fashionable life; whilst for development it is unrestricted as to building operations, and bounded on three sides by important leading thoroughfares—Church-lane, Gloucester-terrace, and Sheffield-terrace—to each of which it possesses a commanding frontage, with access also from Campden-hill.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, MAY 10, at TWO, unless an acceptable offer shall be made in the meantime, the above important ESTATE.

Particulars of Messrs. Murray, Hutchins, Stirling, & Murray, Solicitors, 11, Birch-lane, E.C.; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

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Valuable Freehold Ground-Rents, with reversions.

MESSRS. GLASIER & SONS will SELL, by AUCTION, at the MART, City, on THURSDAY, 11th MAY, at TWO o'clock, valuable FREEHOLD GROUND-RENTS, amounting to £290 per annum, amply secured upon 64 attractive brick and stone-built private residences and four shops situate in Melbourne-grove, Lit-cote-grove, and Blackwater-street, Lordship-lane, also about 2½ acres of Building Land adjoining, partly built upon, let at a peppercorn, with reversions to the rack rental.

Particulars may be had of Messrs. Burton, Yeates, & Hart, Solicitors, Surrey-street, Victoria Embankment; at the Mart; and of the Auctioneers, 6, Spring-gardens, Charing-cross, S.W.

CITY OF LONDON.

Freehold Ground-Rents, amounting to £330 per annum, amply secured upon six substantially-built and well-lighted warehouses in Devonshire-street, Bishopsgate-street, covering an area of about 3,500ft., with valuable reversions in 64 years to the rack-rental, estimated at £1,050 per annum. To be SOLD by AUCTION, by

MESSRS. GLASIER & SONS, at the MART, on THURSDAY, MAY 11th, at TWO o'clock, in Six Lots, as under:—

	Ground-rent.	Estimated Rack-rent.
No. 18, Devonshire-street	£48	£180
" 16, Ditto	48	180
" 14, Ditto	48	190
" 12, Ditto	48	180
" 10, Ditto	69	180
" 8, Ditto	69	190
Totals	£330	£1,050

Particulars of Messrs. Burton, Yeates, & Hart, Solicitors, 23, Surrey-street, Victoria Embankment, W.C.; at the Mart; and of the Auctioneers, 6, Spring-gardens, Charing-cross, S.W.

MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, ROBT. W. MANN, F.S.I., THOMAS R. RANSON, F.S.I., J. BAGSHAW MANN, F.S.I., W. H. MANN, 2, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

TRUST MONEYS.—To Solicitors, Trustees, and others who have Trust Moneys against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. LEON, Mortgage Broker, Broad-street-avenue, London, E.C.

SALES BY AUCTION FOR THE YEAR 1893.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., April 25	Tues., June 27	Tues., Aug. 15
Tues., May 2	Tues., July 4	Tues., Aug. 22
Tues., May 9	Tues., July 11	Tues., Oct. 3
Tues., May 16	Tues., July 18	Tues., Oct. 17
Tues., May 30	Tues., July 25	Tues., Oct. 31
Tues., June 6	Tues., Aug. 1	Tues., Nov. 14
Tues., June 13	Tues., Aug. 8	Tues., Dec. 5
Tues., June 20		

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,508.

FREEHOLD GROUND-RENTS of £450 to pay 4½ per cent.; can be divided into 8 parts; also a number of others to pay 4½ and 5 per cent; purchase-money from £200 to £3,000.—Particulars of TRUSTEES, 154, Leadenhall-street, E.C.

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MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 is. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brazennose-street, Albert-square, Manchester.

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